

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

ROGER JORDAN,	:	
	:	
Plaintiff,	:	
	:	
v.	:	No. 2:08cv152-MEF
	:	
EQUITY GROUP - EUFAULA DIVISION, LLC,	:	
JENNIFER BAKER and RANDY CLINE	:	
	:	
Defendants.	:	

**DEFENDANTS' MEMORANDUM OF LAW IN
OPPOSITION TO PLAINTIFF'S MOTION TO REMAND.**

INTRODUCTION.

In his Motion to Remand, plaintiff Roger Jordan ignores his express allegation in Count II of his Complaint that defendant Equity Group - Eufaula Division, LLC ("Equity"), wrongfully terminated his employment in violation of provisions of an "employee handbook." Because this claim cannot be resolved without reference to and interference with the terms of a collective bargaining agreement -- and because there is no recognized "public policy" exception to the doctrine of at will employment in Alabama -- Jordan's claim is completely preempted by federal labor law, preventing any remand. This is so without any regard to Jordan's almost exclusive reliance on Count I of his Complaint, which he purports to state a claim for the tort of "outrage." Even were Jordan's outrage claim his only claim, it too necessarily requires an analysis of the collective bargaining agreement, as an employer cannot be held liable for engaging in conduct which it has a right to take, and in this case the source of Equity's right to terminate Jordan -- the basis for the

outrage claim -- lies squarely in the collective bargaining agreement. Jordan's Motion to Remand should be denied.

JORDAN'S CLAIMS.

After identifying the parties in Paragraphs 1 through 4, Jordan's Complaint states four background allegations. On and prior to November 5, 2007, Jordan was employed by Equity as a live hanger -- a position covered by the collective bargaining agreement ("CBA") then in effect between Equity and Jordan's collective bargaining representative, the Retail, Wholesale and Department Store Union ("Union"). [Complaint, ¶ 5; Gilmore Affidavit, ¶¶ 2-4 and Exhibit 1 (CBA) at Exhibit "A."]¹ Jordan then alleges that, on November 20, 2007, Jordan "suffered a catastrophic injury while jumping on a trampoline" and "was rendered quadriplegic." [Complaint, ¶ 6.] According to Jordan, after learning of his injury, Equity (and defendants Jennifer Baker and Randy Cline, who were members of Equity's management team) "terminated [Jordan's] employment and cancelled [his] health insurance coverage and other benefits." [Id., ¶ 7.] Jordan alleges that his termination "after he had suffered a devastating injury was for pretextual reasons and was in

¹Defendants incorporate by reference the Affidavit of Kathy Gilmore, Equity's Assistant Human Resources Manager ("Gilmore Affidavit"), which is being filed with this Memorandum in opposition to Jordan's Motion to Remand, and which provides the evidentiary basis for removal. A copy of the CBA dated March 1, 2004, which is plainly described as the basis for removal in the Notice of Removal, is attached to the Gilmore Affidavit as Exhibit 1. [Gilmore Affidavit, ¶ 4.] A copy of the CBA is also attached to defendants' pending Motion to Dismiss and properly considered by the Court in that context. [See ARGUMENT, Section A, infra, and Defendants' Memorandum of Law in Support of Motion to Dismiss at 2, n.1.]

violation of public policy and was done cruelly and maliciously.”² [Id., ¶ 8.]

Based on these allegations, which are incorporated by reference, Jordan purports to state two claims under Alabama law. In Count I, which Jordan now acknowledges as stating a claim for the tort of “outrage,” he alleges that “the conduct of Defendants was outrageous, went beyond all bounds of human decency and should not be condoned, accepted or endured in a civilized society.” [Id., Count I at ¶ 2.] In this claim, Jordan does not point to any “outrageous” conduct other than the termination of his employment and health insurance benefits. In addition to seeking damages for emotional distress, Jordan claims that he suffered damages because he “was caused to lose health insurance coverage....” [Id., Count I at ¶ 3(b).]

In Count II, Jordan makes only two additional allegations, which are critical for these purposes:

“2. Defendants’ termination of Plaintiff’s employment on November 21, 2007, was violative of public policy.

²Jordan does not ever allege what he contends was the true motivation for his termination, nor identify the “public policy” which his termination purportedly violated. In fact, given his injuries, Jordan would not have been able to work. In any event, though not relevant for purposes of this Motion, Jordan was terminated when, after he notified Equity that he had misplaced or lost a paycheck, and completed paperwork necessary for the issuance of a replacement check, both checks were cashed. Equity suspended Jordan pending an investigation. When Jordan was notified on the telephone of his termination for gross misconduct – theft, Jordan did not refer to any accident or health problem. Because he was terminated for gross misconduct, Jordan was not eligible for COBRA benefits. (Ironically, Equity was not aware of any accident until it was served with Jordan’s Complaint.) [Gilmore Affidavit, ¶¶ 12-16.]

"3. Defendant' termination of Plaintiff's employment on November 21, 2007, was violative of the provisions of [Equity's] employee handbook."³

On this basis, Jordan seeks to recover the same damages he alleges in Count I. [Id., Count II at ¶ 4.]

Thus, Jordan's two claims flow directly and exclusively from the termination of his employment and his health insurance benefits, and both are dependent on a conclusion that those terminations were unlawful. Jordan has no other claims.

A R G U M E N T.

A. Notwithstanding The "Well-Pleaded Complaint" Rule, The Court Must Consider The True Nature Of Jordan's Allegations, And The Impact Of Equity's Collective Bargaining Agreement With The Union Which Represents Jordan.

Jordan cites the general rule of the "well-pleaded complaint"; namely, that plaintiff is the "master of the claim" and that federal question jurisdiction typically justifies removal "only when a federal question is presented on the face of plaintiff's properly pleaded complaint." [Motion to Remand at 3 (quoting Caterpillar, Inc. v. Williams, 482 U.S. 386, 392, 107 S.Ct. 2425 (1987)).] Jordan ignores, however, the express exception to this rule which applies where, as here, state law claims are completely preempted by federal law.

In Palmer v. Local 8285 USW, 2007 U.S.App.LEXIS 9122, 181

³A copy of Equity's Employee Handbook is attached to the Gilmore Affidavit as Exhibit 2, and a copy of Equity's Employee Orientation Manual is attached to the Gilmore Affidavit as Exhibit 3. [Gilmore Affidavit, ¶¶ 8-12.] It is not clear which is referenced by Jordan but both are expressly subject to any written employment agreement, such as the CBA, which controls leaves, health insurance coverage, discipline and grievances.

LRRM 3043 (11th Cir. 2007), the Eleventh Circuit explained this exception in the specific context of the complete preemption of state law claims by Section 301 of the Labor Management Relations Act ("LMRA"), 29 U.S.C. § 185(a):

"The doctrine of complete preemption, however, exists as an exception to the well-pleaded complaint rule. See Caterpillar, Inc. V. Williams, 482 U.S. 386, 393, 107 S. Ct. 2425, 96 L. Ed. 2d 318 (1987). Under this doctrine, certain state law claims brought in state court may be removed to federal court under § 1441(a) as containing a federal question even where the face of the plaintiff's properly pleaded complaint makes no reference to any issues of federal law. The reasoning behind the doctrine is that the preemptive force of certain federal statutes is so strong that their implication in a case can convert an ordinary state claim into a statutory federal claim.

"The Supreme Court has held that § 301 of the [LMRA] has such extraordinary preemptive force as to be an appropriate federal statute under which to find complete preemption. See e.g. Allis-Chalmers v. Lueck, 471 U.S. 202, 211, 105 S.Ct. 1904, 85 L.Ed. 2d 206 (1985)." 2007 U.S.App.LEXIS 9122 at *7-8 (footnote omitted).

Thus, to determine if preemption and removal are appropriate, the Court "must look beyond the face of [plaintiff's] Complaint ... and examine the substance of [plaintiff's] claims." Crowne Investments, Inc. v. United Food & Commercial Workers, Local No. 1657, 959 F.Supp. 1473, 1476 (M.D.Ala. 1997). "Removal will be held proper when the plaintiff has concealed a legitimate ground of removal by ... inadvertence, or artful pleading...." Ayres v.

GMC, 234 F.3d 514, 519 (11th Cir. 2000) (citation omitted).

Accordingly, the Court must consider the critical averments of defendants' Notice of Removal which, not surprisingly, Jordan does not dispute:

- Jordan is represented for purposes of collective bargaining by the Union. [Notice of Removal, ¶ 6; see Gilmore Affidavit, ¶¶ 2-3.]
- The terms of Jordan's employment, including the termination of his employment and the provision of health insurance coverage and other benefits, are subject to and governed by the CBA between Equity and the Union. [Notice of Removal, ¶ 6; see Gilmore Affidavit, ¶¶ 4-9.]

Jordan's claims, viewed through the prism of these undisputed facts, are subject to complete preemption by Section 301 notwithstanding the lack of any reference in the Complaint to the CBA or any federal labor law.

B. Jordan's Claims In Count II Of The Complaint Arise Directly From And Are Inextricably Intertwined With The CBA, And Have No Independent Basis In Alabama Law.

In Teamsters, Chauffeurs, Warehousemen & Helpers v. Lucas Flour Co., 369 U.S. 95, 82 S.Ct. 571 (1962), the Supreme Court explained the compelling federal interest served by the complete preemption, under Section 301 of the LMRA, of any state law claims implicating the terms of a collective bargaining agreement:

"The possibility that individual contract terms might have different meanings under state and federal law would inevitably exert a disruptive influence upon both the negotiation and administration of collective agreements. Because neither party could be certain of the rights which it had obtained or conceded, the process of negotiating an agreement would be

made immeasurably more difficult by the necessity of trying to formulate contract provisions in such a way as to contain the same meaning under two or more systems of law which might someday be invoked in enforcing the contract. Once the collective bargain was made, the possibility of conflicting substantive interpretation under competing legal systems would tend to stimulate and prolong disputes as to its interpretation ... [and] might substantially impede the parties' willingness to agree to contract terms providing for final arbitral or judicial resolution of disputes." 82 S.Ct. at 577 (footnote omitted).

In subsequent decisions, the Supreme Court consistently has given broad scope to the preemptive effect of Section 301. In Allis-Chalmers Corp. v. Lueck, 471 U.S. 202, 105 S.Ct. 1904 (1985), an employee, alleging a bad faith refusal to honor his claim for disability benefits as provided by a collective bargaining agreement, sued his employer and the insurance company that administered the disability benefits. The Court reemphasized the compelling interest in uniform federal labor law underlying the doctrine of preemption:

"[Q]uestions relating to what the parties to a labor agreement agreed, and what legal consequences were intended to flow from breaches of that agreement, must be resolved by reference to uniform federal law, whether such questions arise in the context of a suit for breach of contract or in a suit alleging liability in tort. Any other result would elevate form over substance and allow the parties to evade the requirements of § 301 by relabeling their contract claims as claims for tortious breach of

contract." 105 S.Ct. at 1911.

More important, the Court noted that "the need to preserve the effectiveness of arbitration was one of the central reasons that underlay the Court's holding in Lucas Flour." 105 S.Ct. at 1915. The Court explained that arbitrators, and not courts, must decide issues relating to the interpretation of collective bargaining agreements:

"A rule that permitted an individual to sidestep available grievance procedures would cause arbitration to lose most of its effectiveness, as well as eviscerate a central tenet of federal labor contract law under § 301 that it is the arbitrator, not the court, who has the responsibility to interpret the labor contract in the first instance." Id. (citation omitted).

Accordingly, the Court held that the employee's claim was preempted, since proof of bad faith would require proof of a breach of contract:

"Because the right asserted not only derives from the contract, but is defined by the contractual obligation of good faith, any attempt to assess liability here inevitably will involve contract interpretation.... These questions of contract interpretation, therefore, underlie any finding of tort liability, regardless of the fact that the state court may choose to define the tort as 'independent' of any contract question. Congress has mandated that federal law govern the meaning given contract terms." 105 S.Ct. at 1914-5 (footnote omitted).

See also Lingle v. Norge Division of Magic Chef, 486 U.S. 399, 405, 108 S.Ct. 1877, 1881 (1988) ("if the resolution of a state-

law claim depends upon the meaning of a collective- bargaining agreement, the application of state law ... is pre-empted and federal labor-law principles ... must be employed to resolve the dispute"); Turner v. AFT Local 1565, 138 F.3d 878, 884 (11th Cir. 1998) ("if the resolution of a state-law claim depends upon interpreting the terms of a collective bargaining agreement, then the state-law claim is preempted by the LMRA").

In determining whether a state law claim is "substantially dependent" upon a collective bargaining agreement and thus completely preempted by Section 301, "[t]he plaintiff's claim is the touchstone ...; the need to interpret the CBA must inhere in the nature of the plaintiff's claim." Cramer v. Consolidated Freightways, Inc., 255 F.3d 683, 691 (9th Cir. 2001) (en banc). In Palmer v. Local 8285 USW, supra, the Eleventh Circuit further described the contours of Section 301 preemption:

"In deciding whether a state tort law claim requires the interpretation of collective bargaining agreement, we must look to the elements of the state law claim, to determine 'whether evaluation of the tort claim is inextricably intertwined with consideration of the terms of the labor contract.' Allis-Chalmers, 471 U.S. at 213." 2007 U.S. App.LEXIS 9122 at *9 (citations omitted).

Alabama courts have made clear that an employee subject to a collective bargaining agreement, such as Jordan, has no possible state law remedy for claims relating to a discharge, benefits or other rights governed by the terms of the collective bargaining agreement. For example, in Rasheed v. International Paper Co.,

826 F.Supp. 1377 (S.D.Ala. 1993), plaintiff ("Rasheed"), a former employee of defendant International Paper ("IP"), asserted various claims relating to his discharge, including that IP improperly considered portions of his disciplinary history when making the decision to discharge him. In light of the fact that Rasheed was represented by a union and the terms of his employment were governed by a collective bargaining agreement, the Court dismissed the contract claim as a matter of law, concluding that the claim was preempted by the LMRA:

"[P]laintiff essentially challenges IP's action in considering a portion of plaintiff's disciplinary history (that is, oral reprimands) in making the decision to terminate him. The [Collective Bargaining] Agreement in this case relegated authority to IP to terminate employees for 'just cause'; IP 'policy,' however, provided for the circumstances under which disciplinary matters would be considered in making a 'just cause' determination. Even if the breach of contract claim is construed as not being 'directly founded' on the collective bargaining agreement, resolution of the claim nevertheless is 'substantially dependent' on an analysis of that Agreement. Accordingly, the claim is preempted by § 301 of the LMRA." 826 F.Supp. at 1384

Similarly, in Bolton v. McWane Cast Iron & Pipe Co., 328 F.Supp.2d 1229 (N.D.Ala. 2004), plaintiff ("Bolton") was employed by defendant McWane Cast Iron & Pipe Co. ("McWane") as a maintenance employee. As such, Bolton was part of a bargaining unit represented by a union. After Bolton was injured when he drove off the road on his way home after a 14 hour work day, he

asserted a state law claim against McWane, alleging that McWane was negligent in requiring him to work 14 hours on a shift. The Court concluded that Bolton's state law claim was completely preempted by Section 301 of the LMRA, as it necessarily implicated and was dependent upon an analysis of the controlling collective bargaining agreement:

"The CBA in this case specifically addresses overtime. It provides in part, 'The Company has the right to schedule overtime work for the plant, its departments and various groups of employees.' (CBA at 7.) Since there is no independent state law duty available to Plaintiff, an evaluation of his claim will by necessity involve a determination of whether this provision and other provisions of the CBA imply a duty of care in scheduling overtime so as to avoid injury to employees." 328 F.Supp.2d at 1235.

Here, Jordan's claim for wrongful discharge in Count II has only two stated grounds: that his termination violated (1) "the provisions of [Equity's] employee handbook" and (2) "public policy." [Complaint, Count II, ¶¶ 2-3.] In the first respect, Jordan clearly and unequivocally invokes some purported contractual right which he claims was breached by his termination.⁴ The Handbook makes clear that employment is at will only if the terms are not "covered by a written employment agreement....," as in the case of Jordan and other employees

⁴Equity's Employee Handbook (Gilmore Affidavit, Exhibit 2) and Orientation Manual (Gilmore Affidavit, Exhibit 3), include Equity's Attendance Policy. Only the Union, through the CBA, can contest a termination, including a termination pursuant to the Attendance Policy. [See Gilmore Affidavit, ¶¶ 8-11 and Exhibit 1 (CBA) at Article 6.]

represented by the Union. [Gilmore Affidavit, Exhibit 2 at 4.] Any claim asserted by Jordan, therefore, is unquestionably tied to, intertwined with and dependent upon an interpretation of Article 3.3 of the CBA, which provides that employees, such as Jordan, may only be terminated for "just cause":

"Employees having more than ninety (90) calendar days of service may be discharged for just cause and such discharge must be by written notice to the employee stating the reason for the discharge. For the purpose of this section, 'just cause' shall include but shall not be limited to: dishonesty; intoxication; violation of the Company's drug and alcohol policy; harassment policy or safety policies and procedures; assault; battery; fighting; damage or theft of property or product; and professional gambling."

Moreover, Article 6.2 of the CBA contains exclusive grievance and arbitration procedures applicable to "any difference, dispute, or complaint arise over the interpretation or application of this Agreement," which are therefore directly applicable to Jordan's claims.⁵

Thus, as stated by Jordan himself in his Complaint, his wrongful discharge claim necessarily raises a fundamental question under the CBA: did Equity properly effect Jordan's the termination of Jordan's employment and have just cause to do so. Allowing a state law claim on this basis threatens the orderly administration of federal labor law and relations, and implicates

⁵To the extent Jordan's claim could be construed to directly seek health insurance benefits, Article 17 of the CBA expressly governs Equity's obligation to provide, and employees' entitlement to, health insurance benefits.

the serious concerns described by the Supreme Court in Lucas Flour and its progeny.

The other purported ground for Count II of the Complaint -- the notion that Jordan's termination violated "public policy" is demonstrably a reflection of Jordan's "artful pleading" in an effort to avoid not only a federal forum, but the inevitable dismissal of his claims. Jordan does not even attempt to articulate the public policy on which he attempts to root this entire action. This is not surprising, as Alabama law does not recognize any basis for a wrongful discharge claim which is not grounded in either the parties' contract (here, the CBA) or a specifically applicable statute.

In Hall v. Infirmary Health System, 2007 U.S. Dist. LEXIS 18104 (S.D. Ala. March 8, 2007), plaintiff ("Hall") attributed her termination by defendant Mobile Infirmary to medical absences she incurred to undergo seven abdominal surgeries. Like Jordan here, Hall alleged that her termination was "malicious and in bad faith," in violation of Mobile Infirmary's own policies, and contrary to law and public policy. The Court dismissed Hall's wrongful discharge claim, emphasizing the doctrine of at-will employment applicable in Alabama:

"'[T]he rule is well settled in Alabama that an employee contract at will may be terminated by either party with or without cause or justification.' Where this baseline rule applies, it is of no legal consequence whether an employee is discharged 'for a good reason, a wrong reason, or no reason at all.' 2007 U.S. Dist. LEXIS 18104 at 13-14 (citations omitted).

Critically, the Court made clear that dismissal was required because Alabama does not recognize any "public policy" exception:

"Count I of Hall's Complaint acknowledges that her employment at Mobile Infirmary was at will; however, she seeks to hold defendants liable on the theory that the termination of her employment was violative of public policy. Alabama case law erects an insurmountable obstacle to such a contention. Indeed, the Alabama Supreme Court has steadfastly refused to create a public policy exception to the employee at will doctrine. On its face, then, Hall's wrongful discharge theory is foreclosed by a long, unbroken line of Alabama precedent. If, as Count I pleads, Hall was an at-will employee, then Mobile Infirmary had the right under Alabama law to terminate her employment for any reason, barring a state or federal statute circumscribing that right. Hall has identified no statute that might afford her protection from termination under the circumstances described in the Complaint." Id. at 14-15 (citation omitted).

See Wright v. Dothan Chrysler Plymouth Dodge, Inc., 658 So.2d 428, 431 (Ala. 1995):

"While the legislature has created a 'wrongful termination' cause of action for certain situations (see, e.g., § 25-5-11.1, Ala. Code 1975, which prohibits the discharge of an employee solely for filing a worker's compensation claim, it has created no such cause of action for a situation like Wright's. Because this plaintiff does not fit within any situation recognized as giving a cause of action for wrongful termination the trial court properly dismissed the complaint pursuant to Rule 12(b)(6), for failure to state a claim upon which relief can be granted. Wright

urges this court to create a public policy exception to the employment-at-will doctrine. We decline to do; we leave the creation of any such exception to the legislature." (Emphasis added.)

Alabama law in this regard critically distinguishes this case (and Jordan's claims) from those cited by Jordan as examples of claims which courts found were not preempted by Section 301. Each of those cases was based on substantive and non-negotiable right clearly created and recognized under state law, and did not involve questions which necessarily depended upon an interpretation of a collective bargaining agreement.

Most prominently, in Lingle v. Norge Division of Magic Chef, supra, the Supreme Court addressed an Illinois state law claim addressing retaliation against the exercise of workers' compensation rights, based on an express legislative statement prohibiting such retaliation. It was this specific state-created remedy which the Court found independent of the collective bargaining relationship or grievance/arbitration procedure, and which involved factual determinations of the employer's motive which were not intertwined with an interpretation of the "just cause" standard.

Likewise, in Romero v. San Pedro Forklift, Inc., 2008 U.S. App.LEXIS 2607 (9th Cir. Feb. 1, 2008), the Ninth Circuit found that a former employee's claims for wrongful termination and age discrimination were not preempted because those claims, as well as the employee's fraud claim, were based on a direct representation made by the president of the company, upon which

the employee relied, that a pension plan was being funded (which was made even before that union represented plaintiff and the other employees) and not on any term or provision of the CBA.

This case presents a stark contrast. Alabama has not created and does not recognize any substantive, non-negotiable right which relates to Jordan's wrongful discharge claim, or any other claim even hypothetically stated in Count II of the Complaint. Much to the contrary, Alabama law makes clear that, in the absence of an express statutory claim -- and there is none here -- there can only be a claim for an unlawful termination based on the parties' agreement. Jordan's own allegations buttress this conclusion, as he himself invokes the "employee handbook" -- that is, rights created not by the state, but by the parties in the context of the employment relationship -- as the basis for his claim. Under no circumstances can such a claim proceed without directly implicating the provisions of the CBA, and the parties' collective bargaining relationship and past practices, and in direct contravention of the exclusive grievance and arbitration procedure which is pivotal in federal labor law. See Vines v. Sloss Industries Corp., 1996 U.S. Dist. LEXIS 22504 (N.D. Ala. Nov. 25, 1996) (plaintiff's claim for retaliatory discharge for workers' compensation claim under Ala. Code § 25-5-11.1 preempted by Section 301; distinguishing Lingle, Court noted that causation element of plaintiff's claim required analysis of CBA, as plaintiff had been on medical leave and asserted right to return to work under CBA).

As Count II is subject to preemption by Section 301 of the

LMRA, federal question jurisdiction exists, and Jordan's Motion to Remand must be denied.

C. Jordan's Purported "Outrage" Claim Is Substantially Dependent Upon And Related To The CBA.

To the extent Count II of the Complaint is preempted, removal was appropriate and remand should be denied without regard to Jordan's "outrage" claim in Count I (a claim also described by Jordan and under Alabama law as a claim for intentional infliction of emotional distress, see American Road Service Co. v. Inmon, 394 So.2d 361 (Ala. 1980)). However, even were this claim Jordan's only claim, it too would be preempted.

As stated by Jordan, this tort requires "outrageous conduct, that is, conduct 'so extreme in degree as to go beyond all possible bounds of decency, and to be regarded as atrocious and utterly intolerable in a civilized community.'" [Motion to Remand at 8-9 (citation omitted).] Putting aside the substantive flaws inherent in Jordan's effort to pigeonhole a discharge into this tort, any searching analysis of the legal and factual basis for the imposition of liability confirms that this claim too is utterly dependent upon the CBA.⁶

⁶Jordan cites several decisions standing for the proposition that "outrage" might be applicable in the context of the employment relationship, but fails to acknowledge that none of those decisions support the imposition of liability on these allegations. To the contrary, as made clear in one of the decisions cited by Jordan, "the discharge of an employee rises to the level of the tort of outrage only if the discharge violates public policy," such as, "[f]or example, the discharge of an employee who refused to engage in a criminal act...." Wyatt v. Bellsouth, Inc., 998 F.Supp. 1303, 1312 (M.D.Ala. 1998) (citation omitted) (court granted summary judgment in favor of employer and dismissed outrage claim based on summary dismissal of an employee with over 30 years of tenure without an opportunity to be heard; (continued...))

In Wal-Mart Stores, Inc. v. Smitherman, 872 So.2d 833, 840 (Ala. 2003), the Court found that the trial court erred in submitting plaintiff's outrage claim to the jury, finding that the tort is not applicable to the exercise of "an unqualified right" -- the employer's right to terminate an at-will employment relationship -- in the absence of a public policy violation and "the sound of fury." Stated differently, the question of whether the employer was within its rights to terminate the employee -- a question coterminous in this case with an interpretation and application of the just cause provisions of the CBA -- is dispositive of any outrage or intentional infliction claim. See American Road Service Co. v. Inmon, supra, 394 So.2d at 368 (Supreme Court entered judgment in favor of employer as a matter of law on plaintiff's outrage claim based on "gestapo-like" questioning, harassment and accusations of kick-back scheme, even where evidence showed plaintiff had been suspended, discharged and humiliated; "[t]he actor is never liable ... where he has done no more than to insist upon his legal rights in a permissible way, even though he is well aware that such insistence is certain to cause emotional distress'") (citation omitted).

For this very reason, as noted in Romero v. San Pedro Forklifts, Inc., supra -- one of the principal decisions relied

⁶(...continued)
 "[t]he fact that the conduct may be fundamentally unfair does not mean that the conduct constitutes a tort"). It bears note that Jordan attempts to blur the "public policy" prong of an outrage claim as some basis for a wrongful discharge claim. As made clear above, there is no public policy exception to the doctrine of employment at will in Alabama.

upon by Jordan -- courts have observed that among the "'general principles' that courts can employ 'to determine when an intentional infliction [claim] will be preempted [under Section 301],'" the first is that "'if the CBA specifically covers the conduct at issue, the claim will generally be preempted.'" 2008 U.S.App.LEXIS 2607 at *10 (citation omitted, emphasis original). Applying this principle, the Ninth Circuit in Romero found plaintiff's intentional infliction claim not preempted because it did not relate to any conduct covered by the CBA, but rather to age discrimination and fraud.

In contrast, in Moss v. BellSouth Telecommunications, Inc., 2005 U.S.App.LEXIS 23973, *3 (11th Cir. 2005), the Eleventh Circuit found an employee's intentional infliction claim preempted by Section 301, where the claim incorporated allegations that the employee's right to a union representative and a previous settlement agreement with union were violated, as such claims were necessarily dependent upon interpretation of CBA.

Here, unlike Romero, and even more clearly than Moss, the only basis for Jordan's outrage/intentional infliction is conduct specifically and directly controlled by the CBA: the termination of Jordan's employment and/or the termination of his health insurance benefits. By any fair measure, Jordan's outrage claim is preempted by Section 301 and, again, remand should be denied.

D. To The Extent Jordan's Claims Are Based Upon An Alleged Unlawful Termination Of His Health Insurance Benefits, Such Claims Are Completely Preempted By ERISA.

Jordan's arguments with respect to ERISA preemption -- an

issue the Court need not reach in light of the application of Section 301 preemption -- proceed from the faulty premises that the individual defendants are not ERISA entities, and that Jordan does not have standing to assert state claims under ERISA. See Motion to Remand at 12. This facile argument misses the point. As stated in the Complaint, Jordan (a) expressly alleged that Equity improperly terminated his health insurance coverage and (b) expressly sought damages as measured by his loss of "health insurance coverage and other benefits." [See Complaint, ¶ 8 and Count I at ¶ 3(a).] It is irrelevant whether Jordan stated claims -- against other defendants or seeking other damages -- which would not on their own have been preempted by ERISA and given rise to federal question jurisdiction. Clearly, Jordan's claims for loss of health insurance benefits against Equity are squarely within the scope of ERISA, and subject to complete preemption. For the reasons set forth in the Notice of Removal and at length in defendants' pending Motion to Dismiss -- which Jordan fails to address -- this independently justifies removal and precludes remand, even without reference to Section 301 preemption. See Defendants' Memorandum of Law in Support of Motion to Dismiss at 9-14; see also Hall v. Infirmary Health System, supra, 2007 U.S. Dist. LEXIS 18104 at *6-11 (court applied exception to well-pleaded complaint rule and denied remand of entire action based on preemption of one of plaintiff's seven claims, for conversion of retirement contributions).

CONCLUSION.

For these reasons, defendants respectfully request that

plaintiff's Motion to Remand be denied.

/s/ Joel P. Smith, Jr.
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 :
 Defendants. :

CERTIFICATE OF SERVICE.

I do hereby certify that on April 15, 2008, the foregoing has been electronically filed with the Clerk of Court using the CM/ECF system, which will send electronic notice of such filing to the following counsel of record.

/s/ Joel P. Smith, Jr.
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JENNIFER BAKER and RANDY CLINE	:	
	:	
Defendants.	:	

**AFFIDAVIT OF KATHY GILMORE IN SUPPORT OF
DEFENDANTS' RESPONSE TO PLAINTIFF'S MOTION TO REMAND**

Kathy Gilmore, being duly sworn according to law, deposes and states as follows:

1. I am Assistant Human Resources Manager for defendant Equity Group - Eufaula Division LLC ("Equity") and I am authorized to make this Affidavit in support of defendants' response to the Motion to Remand filed by plaintiff Roger Jordan.

2. Jordan was employed by Equity as a live hanger from April 9, 2007 until his termination on or about November 20, 2007, following his suspension pending termination on November 15, 2007 (the last day he worked at Equity).

3. While Jordan was employed by Equity, he was represented for purposes of collective bargaining by the Retail, Wholesale and Department Store Union ("Union").

4. The terms of Jordan's employment, including the termination of his employment and the provision of health insurance coverage and other benefits, were at all times subject to and governed by the CBA between Equity and the Union, a copy of which is attached to this Affidavit as Exhibit 1.

5. Article 3.3 of the CBA provides that employees, such as Jordan, may only be terminated for "just cause."

6. Article 17 of the CBA expressly governs Equity's obligation to provide, and employees' entitlement to, health insurance benefits.

7. Article 6.2 of the CBA contains exclusive grievance and arbitration procedures applicable to "any difference, dispute, or complaint arise over the interpretation or application of this Agreement."

8. A copy of the Employee Handbook maintained by Equity is attached to this Affidavit as Exhibit 2.

9. The Handbook makes clear that employment is at will only if the terms are not "covered by a written employment agreement...", as in the case of Jordan and other employees represented by the Union who are subject to the CBA. [Exhibit 2 at 4.]

10. A copy of the Employee Orientation Manual maintained by Equity is attached to this Affidavit as Exhibit 3.

11. The Orientation Manual also is subject to any written employment agreement, such as the CBA, which controls both leaves and health insurance coverage.

12. On or about November 15, 2007, I notified Jordan in person that he was being suspended pending an investigation due to the fact that, although Jordan had notified Equity that he had lost his paycheck, and completed paperwork necessary for the issuance of a replacement check, both checks were cashed.

13. On or about November 20, 2007, following the

completion of the investigation, including a review of the endorsements on the checks, I spoke to Jordan on the telephone and told him that his employment with Equity was being terminated due to gross misconduct -- theft.

14. When I notified Jordan of his termination, he did not refer to any accident or health problem.

15. Because he was terminated for gross misconduct, Jordan was not eligible for COBRA benefits under the law.

16. At no time prior to the commencement of this lawsuit by Jordan was I or anyone in Equity management aware that Jordan had suffered injuries in connection with a trampoline accident.

I have reviewed the foregoing Affidavit consisting of 16 paragraphs and swear that these averments are true and correct under penalty of perjury.


Kathy Gilmore, Assistant Human
Resources Manager

**EXHIBIT 1
TO
AFFIDAVIT OF KATHY GILMORE**

AGREEMENT

by and between

EQUITY GROUP - EUFAULA DIVISION, LLC

and the

**RETAIL, WHOLESALE AND
DEPARTMENT STORE UNION
AFL-CIO•CLC**

EFFECTIVE

March 1, 2004

to

March 1, 2008

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AGREEMENT

This Agreement made and entered into this 12th day of May, 2004, by and between Equity Group-Eufaula Division, LLC, as to its Baker Hill, Alabama plant located at 57 Melvin Clark Drive, Eufaula, Alabama, 36027 and that plant only (hereinafter referred to as the "Company"), and the Retail, Wholesale and Department Store Union, AFL-CIO, and its Alabama & Mid-South RWDSU Council (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION**1.1 Recognition**

A. The Company hereby recognizes the Union as the exclusive bargaining agent for the following employees of the Company: all production employees and line leaders within Company excluding chicken catching crews, truck drivers, office clerical employees, Quality Assurance, HACCP, professional and exempt employees, supervisors, watchmen, guards, nurses, maintenance, refrigeration, contract employees and other employees as defined in the National Labor Relations Act as amended.

ARTICLE 2 - MANAGEMENT RIGHTS**2.1 Reserved**

A. The Company reserves all rights to the management and the direction of the workforce, including the right to establish reasonable shop rules and regulations; right to hire new employees from any source, transfer, promote, counsel, warn suspend or discharge for just cause, to retire employees; the right to maintain discipline, assign and reassign employees to jobs; to transfer employees from department to department; to re-classify, upgrade, downgrade to increase and decrease the workforce; to sub-contract work as deemed appropriate; to

schedule work hours and times, schedule breaks, schedule shift start and end times; to determine the days of the workweek; the right to determine job content and create new job classifications, to revise the content of existing jobs and to eliminate part or all of existing job classifications; to determine the product to be handled, produced, or processed; the scheduling of production and the methods, processes, and means of production or handling; and to remove employees from duty because of lack of work by voluntary means then according to seniority standing as herein provided or for other legitimate reasons, is vested exclusively in the Company, except as otherwise provided in this Agreement and provided that such action by the Company will not be used for the purpose of discrimination against any employee or the Union.

2.2 Discontinue Operations

A. The Company reserves the unrestricted right to suspend or curtail the operation of the plant and to discontinue processes, products, and departments in whole or in part whenever in its judgment conditions warrant such suspension, curtailment, or discontinuance.

2.3 Subcontracting

A. If the Company should subcontract any portion of its business, any displaced employees would be offered a position, by seniority, for which they are qualified.

ARTICLE 3 - SENIORITY

3.1 Principle

A. The principles of seniority shall prevail on a plant basis in regard to layoffs, recall, transfer or promotion to bid

positions. In order to qualify for a bid position, the individual must satisfactorily perform the work (a skill equal to the normal standards of proficiency and quality established by other employees who perform the same work) or reach the required performance within ten (10) working days' time. In the event the employee does not satisfactorily perform the work, the employee will be disqualified and the next most senior, qualified person will be assigned. In extreme cases, the Company and a designated union representative may agree in writing to extend this time two (2) or more working days.

B. When qualifications are substantially equal between two (2) or more employees, then seniority shall prevail.

3.2 New Employees

A. Employees with less than ninety (90) calendar days of service shall be considered probationary and may be discharged at the sole discretion of the Company.

3.3 Discharge

A. Employees having more than ninety (90) calendar days of service may be discharged for just cause and such discharge must be by written notice to the employee stating the reason for the discharge. For the purpose of this section, "just cause" shall include but shall not be limited to: dishonesty; intoxication; violation of the Company's drug and alcohol policy; harassment policy or safety policies and procedures; assault; battery; fighting; damage or theft of property or product; and professional gambling.

3.4 Seniority Broken

A. The seniority service record of an employee shall be

broken when the employee:

1. quits, or is discharged for cause
2. fails to return to work within two (2) consecutive working days after notification of recall
3. has been absent for two (2) consecutive working days without notice to the Company
4. has been laid off for a period of six (6) months
5. has accepted a position with another company while on sick leave, layoff, or suspension
6. fails to return to work due to a continuing disability or sickness for a period of six (6) months, with FMLA leave to run concurrently with any such period of disability or sickness to the extent available. Any period of disability or sickness must be supported by Company approved doctor's certificate stating that said employee would be capable of regular full-time work within six (6) months limitation described above. Further, following the expiration of any available FMLA leave, the employee is responsible for the cost of all medical benefits which must be paid to the Company in advance.

3.5 Seniority Lists

A. The Company shall prepare a seniority list of all employees during the months of January and July to which the Union may object within thirty (30) working days. The list, when or if adjusted, shall be final except as to new employees.

ARTICLE 4 - LEAVE OF ABSENCE

4.1 Personal

A. The Company will follow the provision of the Family Medical Leave Act ("FMLA") as amended.

4.2 Union Business

A. A Leave of Absence, not to exceed fourteen (14) working days, will be granted to not more than three (3) employees at a time, without loss of seniority, who have been elected or designated to attend union conventions, schools or seminars.

Company sponsored benefit provisions may not be available through the Company during this period if Union provided benefits are available. In the event benefits remain in force, the employee will be responsible for the total costs of benefits during the leave.

4.3 Applications

A. All requests for leaves of absence must be made in writing and must be accompanied by appropriate supporting papers.

4.4 Extensions

A. All leaves not covered under FMLA may be extended at the Company's discretion.

4.5 Compensation

A. All leaves of absence will be granted without pay.

4.6 Return

A. Employees on leaves in excess of fifteen (15) working days must give at least two (2) working days' notice of their intention to return to work and pass a drug screen upon return. Employees returning from medical leave, leaves defined under the Family Medical Leave Act and leaves specific to workers' compensation must present a doctor's release to the Personnel Department before beginning work.

4.7 Another Job

A. A leave of absence will not be granted for an employee to take another job or to enter business for themselves. Any leave of absence requested or granted under false pretenses shall be grounds for immediate discharge.

4.8 Funeral Leave

A. An employee who suffers the death of a Member of the

Immediate Family shall be granted a leave of absence of up to three (3) working days. These three (3) days will be as follows: One (1) preparation day prior to the funeral; one (1) day for the day of the funeral; and one (1) day within the seven (7) calendar days after the funeral. A non-probationary employee shall receive line time for each scheduled working day missed to attend the funeral but not to exceed twenty-four (24) hours pay at their current rate in effect in the payroll week immediately preceding the week in which the funeral leave falls. The time so paid shall not be counted as hours worked. Proof of the funeral date and relationship will be required.

B. "Members of the Immediate Family" shall mean the persons standing in only the following legitimate relationships to the employee:

1. Mother
2. Father
3. Spouse
4. Child
5. Step-Child
6. Sister
7. Brother
8. Current Step-Parent
9. Grandparent

C. In addition, a non-probationary employee may request up to a total of two additional days off, without pay, to be taken within the 7 days before or after the funeral of a Member of the Immediate Family as defined above subject to the approval of the Company.

D. An employee who suffers the death of their current Mother-in-Law or current Father-in-law may receive eight (8) hours of paid leave of absence for the day of the funeral only. Paid leave shall be at the employee's current rate of pay in

effect in the payroll week immediately preceding the week in which the funeral leave falls.

4.9 Jury Duty

A. Any employee that has to serve on jury duty shall receive paid leave for the hours which the employee otherwise would have worked and shall be reimbursed by the Company for the difference between the jury duty fee and department hours for the time lost from work, up to a maximum of ten (10) working days. The employee shall present proof of the jury service and the fee. If an employee is summoned for jury duty and subsequently released or was not required to serve a full day, the employee shall report immediately for work or be counted as absent and forfeit jury duty reimbursement.

4.10 Military Leave

A. The Company will follow the current Universal Military Training Act.

4.11 Family and Medical Leave Act

A. The Company will follow the current Family and Medical Leave Act as amended.

ARTICLE 5 - JOB VACANCIES

5.1 Temporary Vacancy Defined

A. Temporary vacancies shall be offered first to employees on duty within the department who can perform the work without training and shall be granted to the most senior volunteers. If there are not sufficient volunteers, it shall be assigned to the most junior qualified employee within the department who can perform the work without training.

B. If there is not an available employee within the

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department who can perform the work without training, it shall be offered to employees on duty who can perform the work without training and shall be granted to the most senior available volunteers. If there is not sufficient volunteers, it shall be assigned to the most junior available qualified employee on duty who can perform the work without training. In cases where there is not one available who can perform the work without training, then the most junior available qualified employee who can do the work will be assigned. However, in cases of extreme emergency, any employee may be used to avoid loss of production until the above can be implemented in a reasonable time frame.

C. Temporary vacancies to exist for a period of twenty (20) working days or more shall be posted, with the understanding that the successful bidder will remain on the temporary job until the employee returns to work or ceases employment and/or is terminated. If the employee returns to work, the employee on the temporary job will be assigned to available work and have the employee's bidding rights restored.

5.2 Permanent Vacancy Posted and Defined

A. A permanent vacancy is a vacancy caused by a quit, discharge, transfer, or promotion of a non-probationary employee, or the establishment of a new premium job. When a permanent vacancy occurs in a premium pay job covered by this Agreement, the Human Resources Department shall post the premium job. The following steps shall be followed:

Step 1: The premium job to be filled will be posted for three (3) working days. During this time, any qualified non-probationary employee may bid for the premium job. Within three

F I N A L - May 25, 2004

(3) working days, any qualified employee may bid for the premium job by signing their name on the notice, except employees

1. with less than ninety (90) calendar days seniority; or
2. who are unable to meet the trial period because they are not actively working when assigned for the trial period; or
3. who are unable to physically perform the premium job when assigned, provided this clause does not conflict with any state or federal law; or
4. with a suspension in the last six (6) months

Step 2:

1. As soon as possible, but not to exceed fifteen (15) working days from the date of posting, the eligible, qualified senior bidder shall be assigned the premium job subject to the provisions of Article 3.1.
2. A successful bidder shall not be entitled to bid another premium job or shift change for six (6) months unless the employee's premium job has been eliminated within that period, nor shall the employee be entitled to return to employee's old job once it has been filled by another employee.

Step 3:

1. Once the employee has qualified for the employee's newly bid premium job, the employee's old premium job shall be posted in accordance with this Section. An employee, however, will have the option of returning to the employee's old job at any time during the employee's first ten (10) working days on the new premium job.
2. After ten (10) working days, the employee's old premium job will be posted in accordance with this section. In extreme cases, the Company and a designated union representative may agree, in writing, to extend this time two (2) or more working days.

5.3 Temporary Employees

A. The Company may use temporary employees provided, however, that no regular employee will be displaced so long as consistent with the terms of this Article.

B. If the Company engages temporary employees, such persons shall be deemed to be employees if they have been continuously engaged by the Company and working on a daily basis for 90 consecutive days. After 90 days of continuous employment, such persons shall be deemed to be probationary employees and subject to all of the terms and conditions of this Agreement.

ARTICLE 6 - STEWARDS AND GRIEVANCE PROCEDURE

6.1 Shop Stewards

A. The Union may elect or appoint employees as shop stewards and chief stewards to handle grievances or disputes with the Company's designated representatives on Company time. The Union will keep the Company advised as to the identity of the individual shop stewards and chief stewards in writing. Shop stewards and chief stewards must be employees of the Company in order to represent employees in the grievance procedure.

B. The Company will not pay for time necessary to handle grievances, if handled outside the steward's line time.

6.2 Grievance Procedure

A. Should any difference, dispute, or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of both parties to settle promptly in accordance with the following procedure.

B. All grievances shall be settled using working days. Working days are defined as Monday through Friday, excluding

contractual holidays.

C. Employees and/or stewards should talk to their immediate supervisor before going to Step 1 of the grievance procedure.

D. Procedure: The following steps shall be followed as to all grievances. Once resolved at any step of this procedure, the grievance may not be refiled on behalf of the employee or the Union.

Step 1: The Employee and/or steward must submit, on the grievance form, the matter to the shift manager within four (4) working days after the occurrence. The shift manager must render a decision within four (4) working days, if not, the grievance automatically moves to Step 2. Any grievance not presented within four (4) working days after the event shall be waived.

Step 2: If a grievance is not settled in Step 1, it shall be presented in writing by the Union steward and/or employee to the plant manager. If the grievance is not presented within three (3) working days after the first step answer, it will be considered null and void. Management must answer in writing within three (3) working days, including a brief reason for any denial of the grievance.

Step 3: If the grievance is not settled in Step 2, the grievance shall be submitted to the Human Resources Manager or designated representative, by submitting a written request to the Human Resources Manager, within five working days of the Step 2 answer. If requested by the Union, the Human Resources Manager or representative shall set up a meeting with the steward filing

the grievance, grievant, if requested by the Union, and the Union business agent to discuss the grievance at a time and place mutually agreeable to the parties within 10 working days of the submission by the Union to Step 3. The Human Resources Manager or representative shall make a written reply to the grievance within five working days following the meeting or submission of the grievance to Step 3 if no meeting is sought by the Union.

Step 4 - Arbitration:

(a) Selection of Arbitrator. If a grievance is not settled in Step 3, it may be submitted to arbitration. The Executive Board for the Union shall have the sole authority to determine whether or not the employee's grievance is qualified to be submitted to arbitration by the Union. The request for arbitration shall be in writing and shall be made to the Company and the Federal Mediation and Conciliation Service (FMCS) within fifteen (15) working days of the Step 3 answer. In the event the Union does not respond in writing within fifteen (15) working days, the grievance shall be considered settled in the Company's favor. After a request has been made by the Union to the Company to submit a case to arbitration, the parties shall promptly meet for the purpose of selecting an arbitrator to hear a pending case. In the event the parties hereto are unable to agree upon the selection of an arbitrator within ten (10) working days after receipt by the Company of a request to submit a case to arbitration, a joint request by the parties hereto shall be made to the FMCS to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible,

otherwise the parties alternately eliminate names from said list. The parties shall strike the arbitrator within seven (7) working days upon receipt of the panel. After each party has eliminated the name of three (3) arbitrators from the list, the remaining one shall be accepted by both parties as the arbitrator to hear and decide the pending case.

(b) Arbitration Proceedings. The fee of the Arbitrator, as well as any other arbitration fee, shall be borne equally by the Union and the Company except that the cost of the transcript of the arbitration proceeding, if one is deemed necessary by either party, shall be borne by the party requesting same. The jurisdiction and authority of the Arbitrator and his opinion and award, which shall be final and binding upon the parties, shall be exclusively limited to disputes arising under the express terms of the Agreement. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall not have the jurisdiction or authority to substitute his or her judgment or discretion for that of management. The Arbitrator shall be limited to rendering an award which is remedial. Any award of back pay by an Arbitrator shall be limited by the amount of wages the employee otherwise would have earned from his employment with the Company during the period involved less any compensation for personal services received from employment elsewhere, or unemployment compensation received, during the period in question. No back pay shall be awarded for any period which the employee would have been laid off. Under no circumstances shall an employee be made more than whole or receive back pay for a period of more than ten

working days prior to the initial filing of the grievance in writing. The Arbitrator shall not have authority to pass upon questions relating to his own jurisdiction and he shall not have authority to be empowered to affect, rule upon, or grant extension or renewal of this Agreement. Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state or local laws shall excuse employees, the Union, or the Company from their obligations under the provisions of this Article.

E. Time is of the essence, and the limits strictly observed by employees, the Union and the Company. The failure of an employee or the Union to process a grievance through any one of the foregoing steps, or to do so in a timely manner, shall prevent the grievance from being considered at a subsequent step. The failure of the Company to respond in a timely manner shall be deemed an approval of the grievance. The time limits specified in this Article only may be modified or extended by written agreement signed by an authorized official of the Company and the Union. No more than one (1) extension shall be granted for any one (1) grievance.

6.3 Cost of Arbitration

A. The expense of the arbitrator shall be split equally by the parties and the costs of the panel shall be paid by the requesting party.

6.4 Executive Board Authority

A. At any step in the grievance procedure, the Executive Board of the Local Union shall have the final authority, in

respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty, or dispute further if in the judgment of the Executive Board such grievance lacks merit or lacks justification under the terms of this Agreement to the satisfaction of the Executive Board.

6.5 Presence of Stewards

A. An employee may request that a steward is present in any disciplinary action being administered to him and such request will be honored. The steward must be an employee of the Company.

ARTICLE 7 - BULLETIN BOARDS

7.1 Posting

A. The Company shall provide the Union with a bulletin board for the posting of official Union notices. Such notices will be shown to the Plant Manager before posting. The Company and the Union agree that neither party will post political material within the plant.

ARTICLE 8 - UNION VISITS

8.1 Union Representation

A. The Company shall admit to its premises two (2) union representatives who are employed by the Retail, Wholesale and Department Store Union, AFL-CIO, and its Alabama & Mid-South RWDSU Council, at any one time, who may visit inside the plant at reasonable hours. Notice of a visit shall require three (3) working days notice, in writing, to the Company. The Union shall notify the Company in writing who the representatives are by name and position with the Union. Changes in union representatives shall require three (3) working days' written notice to the

Company. Such visits shall not interfere with the Company's operation and shall be for the express purpose of contract administration and grievance investigation. Union officials shall not go into production areas of the plant without permission of management, which reserves the right to accompany Union officials. The Company and the Union agree that neither will hand out political material on Company premises.

ARTICLE 9 - SAFETY AND HEALTH

9.1 Occupational Safety and Health Act

A. The Company affirms its intention of complying with the provisions of the Occupational Safety and Health Act, and the Union agrees that it will support management in its efforts at compliance and general improvements of safety conditions. The Union further agrees to encourage its members to work safely and to follow the instructions of the Company in the proper care, use operation, protection, and maintenance of property, equipment, and vehicles.

9.2 Accidents, Injuries

A. It shall be the responsibility of each individual employee to notify the employee's superior immediately of any accidents, injuries or defective equipment. An employee who is injured during working hours, while performing the employee's assigned work and who is physically unable to return to work on the shift as determined by medical opinion, shall be paid for the remainder of the employee's normal work shift for that day at the employee's regular basic hourly rate in an amount not to exceed eight (8) hours. Employees required by the doctor to return for further treatment of an on-the-job injury shall endeavor to make

all doctors' appointments during non-working hours.

9.3 Joint Safety Committee

A. The Company and the Union shall establish a Joint Safety Committee consisting of two members appointed by the Company and two members appointed by the Union. The function of the Joint Safety Committee shall be to review all safety regulations, and to promote health and safety education of the employees and to meet monthly on definitely established dates for the purpose of considering safety issues, inspecting the facilities as may be necessary and recommending measures for the elimination or control of conditions which may be unsafe or hazardous to the health and safety of other employees. The Joint Safety Committee shall not discuss general grievances or otherwise consider disciplinary issues, nor shall it adopt rules or procedures. This provision does not modify the Management Rights set forth in Article 2.

ARTICLE 10 - HOLIDAYS

10.1 Holidays Defined

A. All employees having established seniority shall receive eight (8) hours' pay at their regular rate of pay for the following holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	Birthday Holiday
Labor Day	

10.2 Celebration

A. Holidays falling on Saturday will be observed on the preceding Friday, holidays falling on Sunday will be observed on Monday.

After one (1) year's seniority - one (1) week

After three (3) year's seniority - two (2) weeks

After ten (10) year's seniority - three (3) weeks

11.2 Vacation Pay

A. At the beginning of their vacations, and only with two (2) weeks written notification prior to the first day of vacation time being requested, employees who have completed their first anniversary shall receive forty (40) hours of pay at their regular rate of pay, provided the employee has worked sixteen-hundred (1600) or more hours in the past anniversary year.

11.3 Vacation Period

A. By December 1 of each year, plant management will distribute to all employees a vacation preference form on which each employee will indicate the employee's first, second and third choices. Prior to January 1, a vacation schedule will be posted. Preferences will be granted upon the basis of seniority, but in all cases the Company has the exclusive right to schedule, reschedule or postpone vacations based on business necessity. Once vacations are scheduled after January 1, no employee may bump another employee from their selected vacation slot. Employees having more than one (1) week earned vacation may take them on a staggered basis throughout the year. Vacation may be split by weeks. An employee may take up to ten (10) working days' vacation per year one (1) day at a time, provided that the employee requests approval from the employee's supervisor at least two (2) weeks in advance. An employee requesting a one (1) day vacation on Friday will be required to work on Saturday following the one (1) day vacation, unless the one (1) day

vacation request has been made prior to the posting of weekend work.

ARTICLE 12 - HOURS OF WORK

12.1 Work Schedule

A. Work schedules for employees will vary in the Company. Operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each workday and workweek.

12.2 Overtime Pay

A. Employees will be paid overtime pay at the rate of one and one half (1-1/2) times their regular rate of pay for hours actually worked in excess of forty (40) hours per week.

12.3 Reporting Pay

A. All employees who report for work at the commencement of a scheduled shift without having been given reasonable notice of a change in schedule shall be given a minimum of four (4) hours' work, except in cases where work cannot be provided due to circumstances beyond the Company's control.

12.4 Time Cards

A. Each employee will scan in the employee's own time card immediately before the commencement of the work period and immediately at the end of the work period.

12.5 Line Time

A. All employees will be paid according to the hours of work indicated by the Master Line Time Card.

12.6 Extra Time

A. Employees designated by their supervisor or superintendent to work beyond their scheduled time shall be

governed by their individual time card reports, which will be approved by management.

ARTICLE 13 - MISCELLANEOUS

13.1 Physical Examination

A. The Company will follow all applicable State, Federal and local laws for physical exams and drug screening as they relate to hiring, promotions, transfers, job assignments, near accidents, accidents and property damage.

13.2 Meal/Rest Periods

A. Employees will receive two (2) thirty (30) minute non-paid meal/rest breaks each full work day. In addition, where an employee is required to work more than 9 hours in any workday, except in the case of equipment or mechanical malfunctions or circumstances beyond the control of the Company, the employee shall be entitled to an additional 10 minute paid break to be scheduled by the Company, or to be paid for such break if not granted.

13.3 Anti-Discrimination

A. The Company and Union agree each will comply with all Federal, State and Local anti-discrimination laws.

13.4 Supplies

A. Supplies will be furnished to new employees, where required, in accordance with Company procedures as follows:

- Smocks (3)
- Arm Guards
- Cutting Glove
- Hair Net
- Beard Net
- Blue Gloves
- Cotton Gloves
- Ear Plugs
- Apron - heavy duty
- Sleeves

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B. Arm guards and cutting gloves are not provided to new employees assigned to Packout, Live Hang, Shipping and Sanitation.

C. Employees are entitled to receive, on a weekly basis, Blue Gloves (cotton liners in Shipping), Hair Nets and Beard Nets.

D. In addition, employees are entitled to receive, on the first Monday of each month, sleeves and ear plugs; and shall be entitled to receive one new smock and a heavy duty apron every 6 months as of January 1 and July 1 of each calendar year. The employee must turn in one smock in order to receive a new one without charge. If the plant is not operating on a scheduled replacement day, the replacement clothing will be distributed on the next work day that the plant is operating.

E. Employees who are required by the Company to wear boots will be provided boots at that time and may obtain replacement boots as needed in the determination of the Company, provided, however, that the employee turns in the original boots.

F. Except as noted, employees must purchase replacement supplies from the Company.

G. The Plant Manager shall approve these supply procedures. The Company reserves all rights to revise these procedures as necessary.

13.5 Discipline

A. If an employee has not violated any Work Rules or General Safety Rules or incurred any discipline pursuant to the general progressive disciplinary system within 24 months, the last level of discipline shall be reduced to the next lower level

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of discipline and not be considered in future discipline under the Work Rules, General Safety Rules or general progressive disciplinary system. Any remaining disciplinary levels shall be deemed reduced to the last lower level, one level at a time, if the employee does not violate any Work Rule or general safety Rule or incur any discipline under the general progressive disciplinary system every subsequent 12 months. This provision does not modify the application of the Work Rules or the General Safety Rules or the applicable discipline which may be assessed for any violation, including the right to increase the disciplinary level depending on the severity of the violation or the employee's disciplinary history which is subject to consideration.

13.6 Orientation

A. The Union shall be permitted to have a representative selected by the Union to address new employees at any formal orientation session. If no Orientation is held, the Union representative shall have the opportunity to meet with each such new employee at least one week prior to the completion of the employee's probationary period.

ARTICLE 14 - WAGES

14.1 Schedule A

A. The Company shall pay its employees the amount of wages for the various classification set out in Schedule A attached hereto and made a part hereof.

14.2 Pay Day

A. Checks will be distributed at the end of the shift on Friday unless changed by the Company.

14.3 Incentive Pay

A. The Company reserves the right to establish, modify, add, or delete incentive programs, as they deem appropriate, as long as the change does not violate the provisions of Schedule A.

ARTICLE 15 - NO STRIKE - NO LOCKOUT

15.1 Prohibited Conduct

A. During the whole period this Agreement is in effect, the Company shall not lock out its employees and the Union shall not authorize or sanction any strike, stoppage, slowdown, or suspension of work against the Company.

ARTICLE 16 - CHECK-OFF

16.1 Collection of Dues and Remittance

A. The Company shall, for the term of this Agreement, deduct initiation fees as authorized and shall deduct union dues, arrears, assessments and/or fees in an amount certified by the Union from the weekly wages of employees covered by this Agreement who individually and voluntarily certify in writing authorization for such deduction, until revoked pursuant to the terms of the Check-Off Authorization set forth in Article 16.2. The Company shall promptly remit all sums deducted in this manner to the Secretary-Treasurer of Local union not later than the 15th of the next month. The check off, however, is to apply only to such employees covered by this Agreement who authorize the Company in writing to so check-off. The Union agrees to defend and hold the Company harmless against expenses, repayment, or losses for any demands, claims, disputes, or lawsuits by an employee arising in any manner out of or in connection with the check-off of any amount claimed by the Union to be due it or

having been paid it by or for any employee.

B. The wording of this labor contract shall supercede and take precedence over all other language on the check-off/authorization card.

16.2 Check-Off Authorization Form

A. The Company shall not deduct any monies from an employee's wages pursuant to Article 16.1 unless the Check-Off Authorization card executed by the employee conforms to the following form:

CHECK-OFF AUTHORIZATION

I, the undersigned employee of Equity Group-Eufaula Division, LLC (hereinafter referred to as the "Company") of my own free will and accord hereby authorize and direct the Company to deduct weekly (), monthly (), from my earnings the amount owed by me for membership dues to the Retail, Wholesale and Department Store Union, AFL-CIO, Alabama & Mid-South RWDSU Council, AFL-CIO (herein referred to as the "Union") irrespective of my membership in the Union and to transmit such amount to the Union no later than the end of the month following the month in which the deductions are made. As of the date of this authorization, such dues are \$ weekly (), bi-weekly (), monthly (). However, the amount of membership dues may be changed pursuant to the provisions of the Constitution of the parent body of the Union namely, the Retail, Wholesale and Department Store Union, AFL-CIO, and in the event the Union shall notify the Company in writing of the amount of the dues as so changed and upon receipt of such notification, the Company is hereby authorized to deduct from my earnings the amount of the dues as so changed.

If for any reason I should become delinquent in the payment of my membership dues to the Union, I hereby further authorize and direct the Company to deduct, each pay period, from my earnings the amount of delinquent dues, as reported to the Company by the Union and in the amount reported to the Company by the Union until the total amount of delinquent dues is paid in full.

I hereby agree that neither the Company nor the Union shall be under any liability to me for the deduction of dues from my earnings in the manner described and set forth above and that maintaining my

continuous good standing in the Union is my personal responsibility.

I reserve the right to revoke this authorization by giving individual written notice by registered-certified mail to the Company and to the Union either during ten (10) days immediately preceding any anniversary of the date shown below or during the ten (10) days immediately preceding the termination date of any collective bargaining agreement between the Company and the Union (whichever occurs sooner) which is applicable to me as an employee of the Company and unless or until revoked in the above stated manner, this authorization shall continue in full force and effect.

Dues and fees are not tax deductible as charitable contributions but may be tax deductible as business expense.

Print Name _____ Soc.Sec.No. _____

Signature of employee _____

Address _____

_____ Date _____

ARTICLE 17 - BENEFITS

17.1 Employee Coverage

Coverage for single employees will be provided as follows through Blue Cross Blue Shield of Alabama Low Option PPO, or its equivalent:

A. Effective June 1, 2004, those employees completing their probationary period will be eligible for single employee coverage as provided in Blue Cross Blue Shield of Alabama Low Option PPO, or its equivalent. Single employee coverage costs, including increases, will be paid by the Company, with the additional costs for spousal, dependent and family costs and increases to be paid by the employee. Pending the effective date of such coverage, the present medical coverage will be continued.

B. Employees completing 12 months of employment will be

eligible for the benefits described in Section 17.1.A plus \$125.00 per week accident and sickness benefits payable after 15 days of accident or illness for a period of 13 weeks as set forth in the applicable insurance plan, to be paid for by the Company.

17.2 Dependent Coverage

A. Employees may elect dependent coverage, and if so shall be responsible for payment of the applicable premium. This coverage will be as set forth in Blue Cross Blue Shield of Alabama Low Option PPO, or its equivalent.

17.3 Substitution of Coverage

A. So long as coverage and service levels are maintained without material change, the Company may alter insurance providers or administrators with prior notification to and opportunity for discussion with the Union.

ARTICLE 18 - SAVINGS CLAUSE

18.1 Good Faith

A. The Company and the Union each acknowledge that this Agreement has been reached as a result of good faith collective bargaining by both parties hereto and it contains the entire understanding between the parties and is to be strictly construed.

18.2 Separability

A. In the event any provision of this Agreement is held to be in conflict with or violation of any state or federal statute or other applicable law, administrative rule or regulation, such decision shall not affect the validity of the remaining provisions of the Agreement. The parties further agree that they will meet within thirty (30) days to renegotiate the provision or

provisions of this Agreement held to be invalid.


ARTICLE 19 - LENGTH OF AGREEMENT

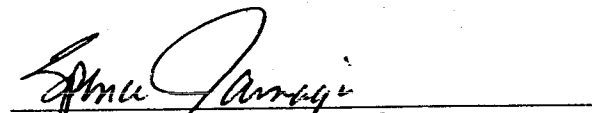
19.1 Duration

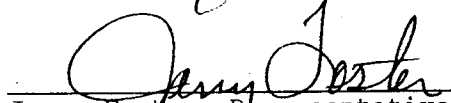
A. This Agreement shall become effective the 12th day of May, 2004 and shall remain in full force and effect until the 1st day of March, 2008, and shall remain in full force and effect for one (1) additional year thereafter unless terminated by either party by written notice to the other at least sixty (60) days prior to the 1st day of March, 2008.

THE RETAIL AND WHOLESALE DEPARTMENT
STORE UNION, SOUTHEAST COUNCIL,
DISTRICT COUNCIL OF THE UFCW,
AFL-CIO-CLC

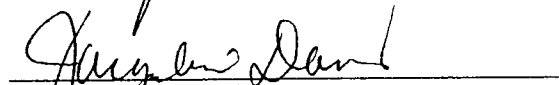
EQUITY GROUP - EUFAULA DIVISION, LLC


Henry Jenkins
International Vice President



Spence Jarragin, General Manager


Jerry Foster, Representative

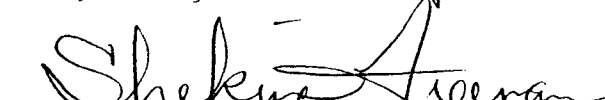

James Davis, Human Resources Director


Jacqueline Davis


Greg Mills, Plant Manager


Barbara Green


Kelvin Granger


Shekina Freeman


Joanne Bussey

SCHEDULE A

Section 1 - Pay Scales and Job Classifications

The following minimum base rates, effective as of the payroll week following the effective date, for all employees covered by this Agreement is as follows:

Effective Date	3/01/04	3/01/05	3/01/06	3/01/07
Hire Rate	7.00	7.10	7.20	7.30
90 Calendar Days	7.25	7.35	7.55	7.75
1 Year	8.00	8.25	8.50	8.85

Section 2 - Premium Jobs

A. Effective as of the ratification of the Agreement, the following hourly premiums will be paid on these classifications after 90 calendar days:

Processing Plant

- | | |
|---|--------|
| 1. Knife Sharpener | 25¢ |
| 2. Chiller Operator | 25¢ |
| 3. Wash Station | 25¢ |
| 4. Truck Spotter | 50¢ |
| 5. Lift Driver | 50¢ |
| 6. Fork Lift Operator | 50¢ |
| 7. Pallet Jack Operator | 50¢ |
| 8. Back-up Killer | 50¢ |
| 9. USDA Insp/Helper | 50¢ |
| 10. Mirror Trimmer | 50¢ |
| 11. On-line Production Employees
Using Knives and Scissors | 50¢ |
| 12. Line Puller in Freezer | 50¢ |
| 13. Line Leaders | 70¢ |
| 14. Live Hanger | \$1.00 |

B. Effective beginning in the second year of the Agreement, the premium to be paid to Line Leaders shall be increased by 15¢ to 85¢.

Section 3 - Starting/Probationary Rate

The starting rates for new or rehires will be the rate shown in Section 1 of Schedule A. Employees completing the probationary period will receive the applicable increase.

Section 4 - Regular Rate Defined

The regular rate of pay for computing vacation and holiday pay will consist of the employee's base rate plus any skill premium they receive.

Section 5 - Shift Pay Differential

A premium of ten cents (10¢) per hour will be paid when a majority of the scheduled hours are worked on the 2nd or 3rd shift. Effective beginning in the second year of the Agreement, the Shift Pay Differential premium shall be increased by 5¢ to 15¢ per hour.

Section 6 - Eligibility for Premium Pay: In order to qualify for premium pay the employee must:

1. have completed 90 calendar days with the Company
2. meet the production, skill and quality requirements of the premiums pay position
3. work three (3) hours or more in the premium pay position during the workday

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**EXHIBIT 2
TO
AFFIDAVIT OF KATHY GILMORE**



EMPLOYEE HANDBOOK

WELCOME

Welcome to Equity Group Eufaula Division. We are happy you chose to join our team! Teamwork will be crucial to your success here because every job and every person is important. Our collective efforts will determine our future success.

SAFETY IS A PRIORITY. It is essential that you become involved. Join a safety committee, provide input during safety audits, report unsafe conditions to a manager, and always maintain high awareness of safety for yourself and your fellow employees. One bad decision by one individual can affect the safety of that person and even others. Likewise a good decision does the same but in a positive way! Please make every effort to make good, safe decisions. Safety should always be the most important issue of your day – everyday.

QUALITY IS ABSOLUTE. We produce high quality and wholesome products. Know your job requirements and take pride in your work. Our success is dependent upon producing a better product than our competition. Always keep in mind that it may be your loved one buying our product.

Each of us will probably spend more waking hours at work than anywhere else. Sometimes our work can be difficult, but it can also be rewarding. My commitment to you is to provide a safe and respectful work environment with competitive wages, excellent benefits, and stability, so you can enjoy long-term success.

Please commit yourself to dependability, safety awareness, and a high quality conscience. Again, thanks for choosing Equity Group Eufaula Division as your employer. I wish you a long and rewarding career.

Spence Jarnagin
General Manager

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This employee handbook contains information about the employment policies and practices of Equity Group – Eufaula Division LLC. (hereinafter referred to as “Equity Group Eufaula” or the “Company”). We expect each employee to read this handbook carefully, as it is a valuable reference for understanding your job and this Company. This handbook will assist you in finding the answers to questions you may have and to familiarize you with the Equity Group Eufaula philosophy, policies, guidelines and employee benefits. This handbook is only intended to provide a summary of the policies and benefits of Equity Group Eufaula. The policies and practices contained in this handbook apply to all Equity Group Eufaula employees.

This handbook supersedes all other previously distributed handbooks and any inconsistent policy statements, oral or written. Although every effort has been made to make this handbook as comprehensive as possible, it cannot answer every question or anticipate every situation. Our business is ever changing and our policies, procedures, and benefits may be changed from time to time. The Company reserves the rights to modify, rescind, delete or add to the provisions of this handbook, with the exception of the employment at-will policy. All such revisions, deletions or additions must be in writing, and employees will be notified. The Personnel Policy manual will always take precedence over the Employee Handbook.

Your supervisor and your Human Resources representative will be your best resource for information. We welcome your interest and will do our best to give you a prompt response.

EMPLOYMENT POLICIES**EMPLOYMENT AT EQUITY GROUP
EUFAULA DIVISION IS AT-WILL**

You or Equity Group Eufaula may terminate employment at Equity Group Eufaula for any or no reason, with or without cause or notice, any time. Nothing in this handbook or in any oral statement shall limit the right to terminate employment at-will.

The policy of at-will employment may be revised, deleted or superseded only by a written employment agreement signed by the Chief Executive Officer of the Company. Unless your employment is covered by a written employment agreement, this policy of at-will employment is the sole and entire agreement between you and the Company.

With the exception of employment at will, terms and conditions of employment with Equity Group Eufaula may be modified at the sole discretion of Equity Group Eufaula with or without cause or notice at any time. No supervisor or manager has any authority to enter into a contract of employment – express or implied—with any other employee.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Company is an equal opportunity employer and makes employment decisions on the basis of merit. Equity Group Eufaula will not discriminate in employment and will take action to ensure that unlawful discrimination does not occur on the basis of race, color, sex, age, religion, national origin, sexual orientation, physical or mental disability, veteran's status or any other status protected by state or federal law. All such discrimination is unlawful. The Company's commitment to equal opportunity employment applies to all persons involved in the operations of the Company and prohibits unlawful discrimination by any employee of the Company, including supervisors and coworkers.

Reasonable Accommodation

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, the Company will make reasonable accommodations that will enable an otherwise qualified applicant or employee with a physical or mental disability to perform the essential functions of a position, unless undue hardship for the Company will result.

Reporting Violations

If you believe you have been subjected to any form of unlawful discrimination, or if you are aware of an incident of discrimination involving another employee, please contact your supervisor or the Human Resources Department. Human Resources will undertake an investigation in a timely manner and attempt to resolve the situation. If it is determined following the investigation that unlawful discrimination has occurred, appropriate corrective action, up to and including termination, will be taken promptly.

ANTI-HARASSMENT POLICY

Equity Group Eufaula extends the equal opportunity principles and policy to all aspects and phases of employment, including, without limitations, hiring, placement, promotion, termination, compensation, training, transfers and leaves.

Equity Group Eufaula is proud of its professional and congenial work environment, and will take all necessary steps to ensure that the work environment remains pleasant for all who work here. All employees must treat each other with courtesy, consideration and professionalism. Equity Group Eufaula will not tolerate harassment of any employee by any other employee or supervisors for any reason. In addition, harassment for any discriminatory reason, such as race, sex, national origin, disability, age or religion, is prohibited by state and federal laws, which may subject Equity Group Eufaula and/or the individual harasser to liability for any such unlawful conduct. With this policy, Equity Group Eufaula prohibits not only unlawful harassment, but also other unprofessional and discourteous actions. There will be zero tolerance for derogatory racial, ethnic, religious, age, sexual or other inappropriate remarks, slurs, or jokes.

Equity Group Eufaula will not tolerate any form of harassment, and as such has in place a zero tolerance policy. There will be zero tolerance for derogatory racial, ethnic, religious, age, sexual, or other inappropriate remarks, slurs, actions, or jokes. Equity Group Eufaula strictly forbids any and all jokes, innuendoes, comments, or other remarks, as well as dissemination of any improper materials, documents or writings concerning sex, national origin, age, disability, race, or veteran status.

Sexual harassment includes unwelcome sexual advances, request for sexual favors, or any other visual, verbal, or physical conduct of a sexual nature when:

1. Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
3. The harassment has the purpose or effect of unreasonable interfering with the employee's work performance or creating an environment which is intimidating, hostile or offensive to the employee.

Each employee must exercise his or her own good judgment to avoid engaging in conducting that may be perceived by others as harassment. Forms of harassment include, but are not limited to:

Verbal: Repeated sexual innuendoes, racial or sexual epithets, derogatory slurs, off-color jokes, propositions, threats or suggestive or insulting sounds;

Visual/Non-verbal: Derogatory posters, cartoons, or drawings; suggestive objects or pictures; graphic commentaries; leering; obscene gestures; or derogatory, suggestive, graphic or obscene electronic mail (e-mail).

Physical: Unwanted physical contact including touching, interference with an individual's normal work movement or assault; and

Other: Making or threatening reprisals as a result of a negative response to harassment. Same sex harassment is also in violation of this policy.

Any employee who believes that he/she is or may be subjected to objectionable conduct must report it immediately to the Human Resources Managers and/or by calling toll free, 1-877-773-1353. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating that situation. No employee in this organization is exempt from this policy. In response to every complaint, Equity Group Eufaula will take prompt investigatory actions, and corrective and preventative actions where necessary. An employee who brings a complaint to the attention of Equity Group Eufaula in good faith will not be adversely affected as a result of reporting the harassment.

Any employee who engages in objectionable conduct is subject to discipline up to and including termination.

SUBSTANCE ABUSE AND PREVENTION POLICY

I. PURPOSE AND SCOPE

- (a) Keystone Foods (Equity Group Eufaula) is committed to providing a safe, drug-free and healthy workplace for our employees, customers, contractors and the general public. To further this objective, and to fully comply with the Drug-Free Workplace Act of 1988, and the requirements of our worker's compensation carrier, Equity Group Eufaula requires that all personnel who are performing work on its premises and work sites or who drive a motor vehicle on Equity Group Eufaula's business, or otherwise are on duty for Equity Group Eufaula, be free of illegal drugs and/or alcohol. Drugs and/or alcohol used while off duty may remain in any employee's system for days or weeks and can adversely affect performance and workplace safety.
- (b) This policy applies to all regular full-time, part-time, probationary, seasonal, on-call, and temporary employees. The requirements under this policy are mandatory terms and conditions for continued employment with Equity Group Eufaula. Every employee at Equity Group Eufaula must abide by the terms and conditions of this policy. **Although adherence to this Policy is considered a condition of continued employment, nothing in this Policy alters an employee's at-will status and shall not constitute nor be deemed a contract or promise of employment. Employees remain free to resign their employment at any time for any or no reason, without notice, and Equity Group Eufaula retains the right to terminate any employee at any time, for any or no reason, without notice.**

(c) Equity Group Eufaula's drug and alcohol policy is designed to comply with all applicable federal and state laws. This policy prohibits the use and/or distribution of illegal drugs and/or alcoholic beverages and/or the illegal or improper use of otherwise legal and/or prescription drugs on or in all workplace premises, vehicles, off site locations, or otherwise while on duty.

- (d) This prohibition includes, but is not limited to, the unlawful manufacture, distribution, dispensation, possession, use of, or presence in an employee's system of illegal drugs and associated paraphernalia and/or alcohol. "Illegal drugs" are defined as drugs made illegal by federal or state law or otherwise legal and or prescription drugs used illegally or improperly. The prohibition against alcoholic beverages includes any ingestion or consumption whatsoever of beer, wine, liquor, or any beverage, mix, or preparation which contains alcohol while on duty and/or any detectable blood alcohol level while on duty or while present on Equity Group Eufaula's premises and/or work sites.

II. DRUG AND ALCOHOL TESTING

(a) Testing After an Offer of Employment

Drug and/or alcohol testing will be required of all individuals following an offer of employment with Equity Group Eufaula. Equity Group Eufaula does not require drug and/or alcohol testing prior to an offer of employment being made by Equity Group Eufaula. However, all individuals must undergo a post-employment offer drug and alcohol test prior to actually beginning employment with Equity Group Eufaula. A positive test for either drugs or alcohol after an offer of employment has been made will disqualify an individual from commencing employment with Equity Group Eufaula. In the event an applicant begins work prior to Equity Group Eufaula's receipt of the test results, a positive test will mandate the immediate discharge of that employee. Any applicant who tests positive on the post-offer pre-employment screen has the option to re-test, at a cost to the individual of \$15.00, payable on the day of re-test. All results shall be kept confidential.

All employees of Equity Group Eufaula are subject to drug and/or alcohol testing under the following circumstances:

- (1) Following a "near miss" of or actual occurrence of any work-place injury or accident, including but not limited to any injury for which an employee may seek workers' compensation benefits, and/or any accident which involves property damage or injury to any person involved in the accident;
- (2) Following the observation of any employee behavior that creates a reasonable suspicion that such employee is under the influence or in possession of drugs and/or alcohol on company premises, work sites, or otherwise while on duty, including all breaks. Circumstances which constitute a basis for determining reasonable suspicion may include but are not limited to:
 - (a) Direct observation of drug use and/or alcohol use and/or the physical symptoms of being under the influence of a drug or alcohol;
 - (b) Specific, contemporaneous observations concerning appearance, behavior, speech, or body odors;
 - (c) Following receipt of information by Equity Group Eufaula that the employee has caused or contributed to an accident while on the job or on any of Equity Group Eufaula's premises;
 - (d) Evidence that an employee is involved in the unauthorized possession, use, sale, solicitation or transfer of drugs or alcohol while working or while on Equity Group Eufaula's premises or operating a company vehicle, machinery, or equipment;
- (3) Following an employee's return to work from a leave or layoff;
- (4) Following an employee's documented and successful completion of a drug and/or alcohol rehabilitation program;

- (6) Anytime our customers have a policy which requires testing not otherwise covered by this policy;
- (7) A report of substance abuse by a reliable and credible source;
- (8) And otherwise as may be mandated by state or federal laws.

(c) *Substances Tested*

When drug and alcohol screening is required by this policy, a breath test and/or urine test will be given to detect the following:

- Alcohol;
- Marijuana;
- Cocaine;
- Amphetamines;
- Phenylcyclidine (PCP);
- Opiates;
- Any other illegal drugs detectable by the testing procedures utilized.

III. TESTING PROCEDURES

- (a) Drug and/or alcohol testing shall be conducted and evaluated pursuant to standards consistent with those adopted for drug testing by the U. S. Department of Transportation in 49 C.F.R. part 40. Equity Group Eufaula may require urine, breath, blood, and/or other tests for the detection of alcohol, drugs, or metabolites (breakdown of products of the drug) in connection with this policy. Specimen collection, storage, and transportation to the testing site shall be performed in a manner that will reasonably preclude specimen contamination.

- (b) Equity Group Eufaula's medical services' personnel will conduct blood-alcohol tests on-site and evaluate the results on-site. With respect to drug screens, Equity Group Eufaula's medical services will initially conduct testing on-site, and any positive results will be sent to ARL/LabSouth or other certified, accredited, and/or licensed toxicology laboratory of Equity Group Eufaula's choosing for confirmation of the positive results. The testing laboratory shall maintain a split sample of any urine or blood samples, and in the event of confirmation of a positive drug screen the employee shall be entitled to request an additional confirmation test, at his or her own expense. Positive results shall be provided in writing.
- (c) The employee's supervisor, any plant or complex manager, the safety director, or human resources managers may require an employee to submit to drug and alcohol testing for any reason set forth in this policy.
- (d) Prior to collecting any specimen for drug and/or alcohol testing, Equity Group Eufaula will obtain from the employee or job applicant a signed consent and release form.
- (e) Any employee who is required to submit to a drug and/or alcohol screen must proceed immediately to the testing site. Failure to immediately proceed to the testing site and cooperate with Equity Group Eufaula personnel will be considered a positive test result, insubordination and grounds for immediate termination. Any employee who leaves the testing site prior to completion of the testing, including any re-testing as provided herein, shall be immediately terminated.
- (f) Any employee who is arrested for a criminal drug statute violation for a violation that took place in the workplace must notify the Complex Human Resources Manager within 24 hours after such arrest.
- (g) In the event the employee contends that a positive test result is the result of over the counter medication or medication prescribed by a licensed physician, shall have the option to be re-tested one hour after receipt by Equity Group Eufaula of the positive result. It shall be the responsibility of the employee to notify Equity Group Eufaula's medical services personnel if they are taking any medication that may impact the test results.

An employee shall not:

- (a) report to work and/or remain on duty with an alcohol concentration of .02 or greater;
- (b) use, possess, sell, dispense, distribute or manufacture any alcohol, drugs, or drug paraphernalia or illegally or improperly use otherwise legal and/or prescription drugs on or in any workplace premises, vehicles, off site locations, or otherwise while on duty;
- (c) use any alcohol within four (4) hours before going on duty;
- (d) use any alcohol within eight (8) hours after an accident for which a CDL employee must be tested for alcohol concentration;
- (e) refuse to submit to an alcohol and/or controlled substance test pursuant to this policy;
- (f) report to work or remain on duty while under the influence of drugs or alcohol;
- (g) report to work or remain on duty if the employee tests positive for drugs, even if only for a trace amount.

The prohibition against alcoholic beverages includes any ingestion or consumption whatsoever of beer, wine, liquor, or any beverage, mix, or preparation which contains alcohol while on duty and/or any detectible blood alcohol level while on duty or while present on Equity Group Eufaula's premises and/or work sites.

Failure to comply with these rules is a violation of this policy and will result in disciplinary action up to and including immediate termination.

V. REFUSAL TO TEST

An employee's failure to submit to testing will result in disciplinary action up to and including termination. Failure to submit to a post-employment- offer test will disqualify the individual from commencing employment. In addition to an employee's express refusal to submit to a test, the following circumstances may be considered a refusal to test:

- (a) Failure to report to the designated testing area immediately after being notified to submit to an alcohol or drug test.
- (b) Failure to accurately provide a sufficient sample to be tested, either breath or urine as the case may be, unless medically determined to be unable to do so.
- (b) Engaging in conduct that clearly obstructs or delays the testing process.

VI. IMPACT OF TEST RESULTS; BLOOD ALCOHOL LIMITS; DISCIPLINE

- (a) NO WORKERS' COMPENSATION BENEFITS WILL BE PAID TO AN EMPLOYEE WHO REFUSES TO SUBMIT TO OR COOPERATE WITH A BLOOD OR URINE TEST REQUIRED BY THIS POLICY.
- (b) A POSITIVE DRUG AND/OR ALCOHOL TEST WILL RESULT IN A CONCLUSIVE PRESUMPTION OF IMPAIRMENT FOR THE PURPOSES OF WORKERS' COMPENSATION BENEFITS.
- (c) AN EMPLOYEE WHO SUFFERS A WORKPLACE INJURY AND TESTS POSITIVE FOR DRUG AND/OR ALCOHOL MAY BE DENIED WORKERS' COMPENSATION BENEFITS PURSUANT TO THE WORKERS' COMPENSATION LAWS OF THIS STATE.

- (d) An individual shall be disqualified from commencing employment if he or she tests positive for drugs and/or alcohol following an offer of employment.
- (e) An alcohol test will be considered negative if the results indicate a blood alcohol concentration of less than .02.
- (f) A blood alcohol concentration of .02 or greater will be considered a positive test and will be a violation of this policy.
- (g) Any employee who initially tests positive for drugs shall be suspended for three days pending confirmation of the positive result. A confirmed positive drug screen shall be considered a violation of this policy, even if only for a "trace" amount.
- (h) Any other violation of this policy, including, without limitation, refusal to submit to testing and/or failure to comply with the prohibited conduct rules set forth herein, will result in the employee being subject to discipline up to and including termination.

ANY EMPLOYEE WHO TESTS POSITIVE FOR DRUGS OR ALCOHOL SHALL BE SUBJECT TO IMMEDIATE TERMINATION.

VII. PREVENTIVE ACTS

Employees taking drugs prescribed by an attending physician must advise Equity Group Eufaula's Medical Services Department of the possible effects of such medication regarding their job performance and physical/mental capabilities. This information must be kept confidential and communicated to the Medical Services Department or the Human Resources Department prior to the employee commencing work. All medical information will be kept confidential and the employer, without exception, will punish any breach of privacy and confidentiality in this regard. Prescription drugs must be kept in their original container.

VIII. EMPLOYEE ASSISTANCE PROGRAM (EAP)

- (a) Equity Group Eufaula can assist all employees (including those who are not eligible for leave under the Family and Medical Leave Act) in obtaining confidential, professional assessment and referral for assistance in resolving or accessing treatment for addiction to, dependence on, or problems with alcohol, drugs, or other personal problems adversely affecting their job performance. Confidential assessment and referral services may be provided without cost to the employee. The cost of treatment, counseling, or rehabilitation resulting from EAP referral will be the responsibility of the employee.
- (b) Self-referral by employees is strongly encouraged. The earlier a problem is addressed, the easier it is to deal with and the higher the success rate. While self-referral is strongly encouraged, no employee shall be allowed to avoid the consequences of a positive drug or alcohol screening by requesting assistance pursuant to the EAP after being notified that he or she will be tested for drugs or alcohol pursuant to this policy.
- (c) EAP-related treatment and/or activities will be treated on the same basis as qualified leave pursuant to the Family and Medical Leave Act ("FMLA"). Only employees eligible for qualified leave pursuant to FMLA will be entitled to leave for treatment, and said leave shall be governed by FMLA.
- (d) Equity Group Eufaula reserves the right to administer a drug and alcohol screen to any employee upon their return to work after receiving treatment for a period of 30 months after the date of the employee's return to work. Any positive test will result in immediate termination.

IX. MISCELLANEOUS

- (a) The provisions of this policy do not apply to the extent that the same may conflict with any federal, state or local law, ordinance or regulation.
- (b) Pursuant to the ADA employees and new applicants who have successfully completed an assistance program will not be discriminated against for past addiction or abuse of drugs or alcohol. However, Equity Group Eufaula reserves the right to discipline (including termination) any employee, who tests positive for drugs or alcohol as provided herein.

NON-RETALIATION POLICY

Equity Group Eufaula encourages its employees to voice concerns about suspected problems or suspected violations of company policy. No employee shall be treated adversely in any manner for expressing concern about such a problem or suspected violation of law if they act in good faith. Good faith means the employee acts consistently with good citizenship and without an improper motive such as direct personal gain. Supervisors shall respect the rights of employees to express concerns about matters and shall ensure that employees who do so are not treated adversely as a result. Efforts by co-employees or supervisors to retaliate against employees for reporting suspected problems will not be tolerated by the Company and will result in disciplinary action, up to and including termination.

CORRECTIVE ACTION POLICY

Equity Group Eufaula offers its employees a quality work environment where people have the opportunity to correct unacceptable behavior. Equity Group Eufaula will take corrective action for employee failure to meet performance standards and for employee violations of company procedures and policy or the law. The corrective action policy is the company's internal standard for managing human resources. This policy is to ensure that everyone receives fair and equal treatment.

Disciplinary action will call for any of four measures- informal discussion, formal discussion and write-ups, suspensions, or discharge, depending on the severity of the infraction, the employee's history of corrective action and the number of unrelated or repeated infractions. The following guidelines have been developed to illustrate the types of disciplinary action measures that may be taken. The guidelines are provided for management to consult, but do not constitute a mandatory step-by-step procedure that must be followed in all cases. In the case of employee misconduct, it may be appropriate to move directly to suspension or discharge from employment. A typical disciplinary progression may encompass some or all of the following measures:

1. Informal Counseling and Verbal Discussion
2. Formal Discussion and Write-up
3. Suspension
4. Discharge

If an employee has not violated any work rules or general safety rules or incurred any discipline pursuant to the general progressive disciplinary system within 24 months, the last level of discipline shall be reduced to the next lower level of discipline and not considered in future discipline under the work rules, general safety rules or general progressive disciplinary system. Any remaining disciplinary levels shall be deemed reduced to the last lower level, one level at a time, if the employee does not violate any work rule or general safety rule or incur any discipline under the general progressive disciplinary system every subsequent 12 months. This provision does not modify the application of the work rules or general safety rules or the applicable discipline which may be assessed for any violation, including the right to increase the disciplinary level depending on the severity of the violation or the employee's disciplinary history is subject to consideration.

WORK RULES AND REGULATIONS

Equity Group Eufaula has certain policies and rules that are used to provide you with direction and guidelines so that your employment is rewarding and satisfying. These rules are also intended to put you on notice of how the Company expects its employees to conduct themselves. It is important to note that in no case is the Company required to use a progressive discipline approach prior to terminating an employee. The Company has set forth the following rules which employees are expected to follow.

1. Unsatisfactory work performances, including but not limited to, carelessness, neglect of duty, failure to maintain established performance standards, and willful waste of supplies or materials.
2. Excessive or habitual absenteeism or tardiness as defined in the Attendance Policy.
3. Being absent for two (2) consecutive days without notifying your supervisor. NOTE: An employee who has violated this rule will be considered to have voluntarily terminated his/her employment with Equity Group Eufaula
4. Insubordination, including but not limited to, failure or refusal to follow instructions or directions of a supervisor or management representative, direct or implied.
5. Fighting or provoking a fight.
6. Horseplay, harassment of any employee, physical assault on any person, or any act that could cause harm to an individual or damage to Company property.
7. Use of abusive, profane, threatening or insulting language.
8. Using and/or possessing and/or distributing illegal drugs and/or alcoholic beverages and/or illegally or improperly using otherwise legal and/or prescription drugs on or in all workplace premises, vehicles, offsite locations, or otherwise while on duty and/or participating in any other conduct which violates Equity Group Eufaula's Drugs and Alcohol Policy.
9. Bringing, possession or using weapons or explosives on or about Company premises or assignment location.
10. Immoral conduct, indecency, improper behavior or improper dress on or about Company premises or assignment location.
11. Failing to wear Safety Equipment and/or required clothing/uniform. In addition to any prescribed discipline, an employee violating this policy may be forced to leave the facility until the Company dress code is met.

12. Gambling, participating in games of chance or loan sharking on Company premises or assignment location.
13. Failure of an employee to be at his/her appointed work station and ready to work at his/her scheduled starting time.
14. Leaving assigned work area or Company premises during working hours without supervisory permission.
15. Failure to work scheduled overtime unless excused.
16. Falsification or improper filling out of any work records, work reports, work documents, expense reports, personnel records, employment applications, time cards, injury claims or reports, and/or any other Company record of your own or of another employee.
17. Clocking in or out for another employee without prior written authorization from a Supervisor.
18. Violation of safety rules and/or policies.
19. Willful damage or destruction or theft of company property, tools, and/or equipment, whether leased or owned, or property of another employee.
20. Misusing, unauthorized using or removing from the premises without proper written authorization. Company property, whether leased or owned, records, materials or the property of another employee.
21. Unauthorized carrying of passengers in Company vehicles or equipment whether leased or owned.
22. Failing to report any inoperable equipment, unsafe equipment or equipment malfunction to your immediate supervisor.
23. Failing to report any injury or accident to your supervisor.
24. Interfering with the work of others.

25. Smoking or eating in unauthorized areas.

26. Sleeping or loafing on the job.

27. Using emergency doors and/or dock doors for reporting to or leaving work unless authorized in advance by your immediate supervisor.

28. Poor housekeeping, blocking aisles, fire extinguisher, electrical panes, or emergency exits.

29. All acting which involves breaking the law. Equity Group Eufaula will cooperate with authorities in prosecuting any act of law breaking to the fullest extent of the law.

ATTENDANCE POLICY

As an employee of Equity Group Eufaula you are expected to be regular in attendance and punctual. Regularly scheduled attendance by all employees is mandatory. Any tardiness or absence causes problems for your fellow employees and your supervisor.

As part of meeting performance standards, represented employees are expected to work as scheduled during Equity Group Eufaula business hours or their scheduled shift. Employees are required to notify their supervisor as soon as possible but no later than within the first hour of their shift if they will be absent or late for work where he or she may be reached. Employees with unscheduled absences for more than one day, or shift, are required to contact their supervisor on each day of his or her absence. The number to call in to report any absence is **1-877-573-8127**.

On each day of absence, employees not previously excused are required to call the absence reporting number at **1-877-573-8127** as soon as practical giving the following information: (1) Employee's Name, (2) Reason of Absence, (3) Expected Return Date and (4) Name of Person Calling.

This policy will set the requirements and corrective action schedule for absenteeism, late arrival, early departure, Weekend/Holiday work and important definitions for absences and occurrences.

<u>Code</u>	<u>Type</u>	<u>Definition</u>
1	Excused	Absences related to worker's compensation, mandatory court appearance, bereavement leave, holidays, vacations, military leave, and approved leave taken under the Family Medical Leave Act.
2	Weekend/Holidays	Failure to report when scheduled to work on Saturday, Sunday, or Holiday. An absence occurrence will count as two (2) occurrences
3	All other Absences	Any absence not in Category 1 or 2 will count as one (1) occurrence.
4	Clocking Occurrence	Any occurrence of clocking late to the scheduled shift or clocking out early not related to Code 1 will count as 1/2 occurrence. If the employee works less than 1/2 of their scheduled shift due to clocking late or leaving early, then this will count as a whole occurrence for that scheduled day. If occurring when scheduled to work on Saturday, Sunday, Holiday the occurrence will be doubled.

Number of Occurrences

In a three (3) month calendar period Corrective Action

- 1 Written Warning
- 2 Written Warning
- 3 Final Warning
- 4 Separation

When unscheduled absences indicate a potential pattern, management may request further information regarding such absences and may require medical certification for any future occurrence. Excessive absences, falsification of reason for any absence, failure to provide medical documentation when required, or unauthorized time away from the Company during working hours may result in corrective action, up to and including termination. Failure to call in or report to work for two consecutive days or shifts is considered job abandonment.

The Company will comply with applicable laws relating to time off from work, but it is the employee's responsibility to provide sufficient information to enable the Company to determine if any such law(s) applies to the absence. Employees should keep in touch with their supervisor and notify the Company of any change in their status as soon as possible. Individuals with disabilities may be granted reasonable accommodation in complying with these policies if undue hardship does not result to the Company's operations. Regular attendance and promptness are considered part of an employee's essential job functions. Attendance records are examined when an employee is being considered for promotional opportunities.

EMPLOYMENT OF RELATIVES AND OTHERS WITH CLOSE PERSONAL RELATIONSHIPS POLICY

Employment of relatives and workplace relationships are permitted at Equity Group Eufaula. However, no employee should report directly or indirectly to a person to whom he or she is related or with whom he or she has a romantic relationship, or work in an operation under the direct supervision of a relative or person with whom a romantic relationship exists. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

NON-SOLICITATION AND DISTRIBUTION POLICY

Equity Group Eufaula prohibits the solicitation of its employees during working time. Employees shall not distribute or circulate written or printed solicitation materials in work areas at any time or in non-work areas within the Company premises during the working time of the employee or the employees at whom such activity is directed.

As used in this policy, "working time" includes all time for which an employee is paid to be performing work for Equity Group Eufaula. This does not include break periods or meal times when employees are not engaged in performing their work tasks. "Non-work areas" mean designated areas in which there normally occurs no functions or activities related to a facility's products or services.

Union Bulletin Boards

The Company shall provide the Union with a bulletin board for the posting of official Union notices. Such notices will be shown to the Human Resources Department before posting. The company and the Union agree that neither party will post political material within the plant.

Solicitation and Distribution by Non-Employees

Non-employees are prohibited from soliciting or distributing literature of any type, for any purpose, on Company property, including Company buildings and parking lots. Access to Company premises is limited to customers, employees and vendors who are conducting Company business. All other outside vendors are prohibited except in cases where the visitors have been authorized to enter the premises by the Company.

EMPLOYMENT PRACTICES AND PROCEDURES**Introductory Period**

For every new employee, the first 90 calendar days of full-time employment is a trial period for both you and the Company. During this time, you are able to learn about the Company, your job, and your new surroundings. At the same time, your supervisor will assist you in learning your job.

The Human Resources Department conducts orientation sessions to help you feel at home in your new job and become familiar with the company. You will receive important materials during orientation about your benefits and this handbook. You are encouraged to ask questions about the company and your employment.

During the first 90 calendar days, your supervisor will review your job performance, attendance, attitude, overall interest in your job, and other factors. The Company will then evaluate your performance and make a decision concerning your continued employment. Probationary employees may be discharged at the sole discretion of the Company.

Immigration Compliance

The Company will comply with applicable immigration law, including the U.S. Immigration Reform and Control Act. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States and complete an I-9 Employment Eligibility form.

Notification of Changes

Employees must promptly notify the Human Resources department of changes in personal data, including address and telephone number, for inclusion in the personnel file. Employees should notify the benefits administrator of any qualifying changes in family status that impact benefits coverage within 31 days of the change, including births, marriage, divorce or death.

Rehire Policy

Former employees who terminate their employment with the Company are eligible for consideration for rehire after 90 calendar days from the termination date. Employees rehire eligibility will be at the discretion of the company.

Length of Service

Your length of service with Equity Group Eufaula is determined by an employee's continuous years of service with the Company and its affiliates, in his or her most recent period of employment.

Hourly employees of Equity Group Eufaula are normally paid on a weekly basis with Friday considered as payday. Employees' payroll checks will be given to their immediate supervisor for distribution. Should any questions arise concerning your compensation, consult with your immediate supervisor or the Human Resources Department.

The hours that an employee works is calculated by either the employee's scanning of his/her own time card before the commencement of the work period and immediately at the end of the work period, or by the hours of work indicated by the Master Card line time. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked.

Overtime

As necessary, employees may be required to work overtime. Non-exempt employees will be compensated at one and one-half (1 1/2) times the individual's regular rate of pay for all hours worked in excess of forty (40) in the workweek, except where otherwise required by state law and does not include hours payable for holidays, vacation, sickness, leave of absence, or premium pay. Compensatory time will not be offered to or used by employees in lieu of overtime pay.

Report Time Pay Policy

Report time pay is payment for non-exempt employees of four (4) hours pay by the Company under circumstances for time not worked. Employees who report for work at the commencement of a scheduled shift without having been given reasonable notice of a change in schedule shall be given a minimum of four (4) hours work, except in cases where work cannot be provided due to circumstances beyond the Company's control.

Report time pay will not be paid to employees in instances where an employee makes a request to leave work early for personal reasons, to employees on standby status or to employees who are called to perform standby work on nonscheduled time. The report time pay requirements also do not apply when an employee is sent home early or is discharged as a result of a disciplinary action.

A premium of ten (.10) cents per hour will be paid when a majority of the scheduled hours are worked on the 2nd or 3rd shift. Beginning March 1, 2005, the shift differential will increase by (.05) cents to (.15) cents per hour.

Temporary Rate of Pay

In order to qualify for premium pay the employee must:

- have completed ninety (90) calendar days with the Company
- meet the production, skill and quality requirements of the premium pay position
- work three (3) hours or more in the premium pay position during the work day.

MANAGEMENT RIGHTS

The management of the plant reserves all rights to the management and the direction of the workforce, including the right to establish reasonable shop rules and regulations; right to hire new employees from any source, transfer, promote, counsel, warn, suspend or discharge for just cause, to retire employees; the right to maintain discipline, assign and reassign employees to jobs; to transfer employees from department to department; to re-classify, upgrade, downgrade to increase and decrease the workforce; to sub-contract work as deemed appropriate; to schedule work hours and times, schedule breaks, schedule shift start and end times; to determine the days of the workweek; the right to determine job content and create new job classifications, to revise the content of existing jobs and to eliminate part or all of existing job classifications; to determine the product to be handled, produced, or processed; the scheduling of production and the methods processes, and means of production or handling; and to remove employees from duty because of lack of work by voluntary means then according to seniority standing as herein provided; or for other legitimate reasons, is vested exclusively in the company, except as otherwise provided in this Agreement and provided that such action by the Company will not be used for the purpose of discrimination against any employee or the Union.

The Company reserves the unrestricted right to suspend or curtail the operation of the plant and to discontinue processes, products, and department in whole or in part whenever in its judgment conditions warrant such suspension, curtailment, or discontinuance.

If the company should sub-contract any portion of its business, any displaced employees would be offered a position, by seniority, for which they are qualified.

GARNISHMENTS

Normally, creditors will not be assisted in the collection of personal debts from employees. However, under certain legal procedures known as garnishments, Equity Group Eufaula is compelled by law to withhold a specified amount of an employee's earnings. If a garnishment is placed on an employee's wages, the Company will notify the employee pursuant to legal requirements.

MEAL AND REST PERIODS

Meal and rest periods are scheduled by management for non-exempt employees to ensure the employee's position and duties will be covered during periods of rest. You are expected to observe your assigned working hours and the time allowed for meal and rest periods. Employees will receive two (2) thirty (30) minute non-paid meal/rest breaks each full work day. In addition, where an employee is required to work more than 9 hours in any workday, except in the case of equipment or mechanical malfunctions or circumstances beyond the control of the company, the employee shall be entitled to an additional 10 minutes paid break to be scheduled by the Company, or to be paid for such break if not granted.

Employees should remain on the premises during their rest periods and not take more than the allotted time for each rest period.

EMPLOYEE BENEFITS

Equity Group Eufaula offers a competitive benefits program to its employees as part of their employment with the Company. New employees receive benefit enrollment information during their orientation. The following information is a summary of the Company's current benefits programs.

Holidays

It is the policy of Equity Group Eufaula to observe eight (8) paid holidays annually. Employees are eligible to receive holiday pay after their 90 calendar day probationary period. To be eligible for holiday pay, employees must work either the holiday or their scheduled working day immediately preceding and their scheduled workday immediately following the holiday. Employees on layoff status, Workers' Compensation or any approved leave from Equity Group Eufaula and temporary employees are not eligible for holiday pay. If a holiday falls within an employee's scheduled paid vacation period, a replacement vacation day will be granted to the employee.

Equity Group Eufaula observes the following paid holidays:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

Holidays falling on Saturday will be observed on the preceding Friday and holidays falling on Sunday will be observed on Monday. Paid holidays may be rescheduled due to business necessity. If, due to business requirements, eligible employees work a scheduled holiday, they will be compensated at straight time for all hours worked plus the holiday benefit.

Birthday Holiday

Employees providing two (2) weeks written notification prior to the birthday holiday shall receive (8) hours of pay at their regular rate of pay.

Personal Holiday

Beginning March 1, 2005, employees shall be eligible to schedule a personal day by providing (2) weeks written notification prior to the personal day, which may be granted upon mutual agreement with the employee's supervisor on a first come, first serve basis. The employee shall receive (8) hours of pay at their regular rate of pay for such personal day.

Vacation Policy

It is the policy of Equity Group Eufaula to provide a vacation benefit to its hourly employees based on the employee's assigned work hours and completed years of service with the Company in his or her most recent period of employment. Employees who have completed one full year of service are eligible for vacation. Employees who qualify shall be entitled to the following paid vacations:

- After one (1) year's seniority - one (1) week
- After three (3) year's seniority - two (2) weeks
- After ten (10) year's seniority - three (3) weeks

A two (2) weeks written notification prior to the beginning of the vacation is required. After the vacation time has been requested, at the beginning of the vacations, employees who have completed their first anniversary shall receive forty (40) hours of pay at their regular rate of pay, provided the employee has worked sixteen-hundred (1600) or more hours in the past anniversary year.

BENEFIT PROGRAMS**Health Insurance**

Equity Group Eufaula provides medical, dental and vision coverage for eligible, regular full-time employees. This program is designed to help you and your families maintain good health and receive quality health care for illness or injuries when needed.

Employees completing their probationary period will be eligible for single employee coverage as provided in Blue Cross Blue Shield of Alabama Low Option PPO or its equivalent. Single employee coverage costs including increases, will be paid by the company, with the additional costs for spousal, dependent and family cost and increases to be paid by the employee.

Sickness & Accident Insurance

Employees completing 12 months of employment will be eligible payment under accident and sickness insurance. This benefit will be payable after 15 days of an accident or illness for a period not to exceed 13 weeks as set forth in the insurance plan. This benefit is for employee only coverage and is paid by the Company

Consolidated Omnibus Reconciliation Act (COBRA)

The federal Consolidated Omnibus Reconciliation Act (COBRA) was signed into law on April 7, 1986 and requires employers to allow employees, spouses, and dependent children to continue their group health coverage by self-paying the premium in certain circumstances where coverage would otherwise terminate. Under COBRA, the employee may elect to continue health insurance coverage (medical, dental, vision) by paying 102% of the total premium (including the employer's former share) for up to an additional 18 months, or up to 29 or 36 months in certain circumstances. Should termination of your coverage occur, you and/or your spouse and dependents will be notified of your rights under this act within fourteen (14) days of your last day of employment with Equity Group Eufaula.

401(k) Plan

The Company has adopted a 401(k) Plan to allow employees a means of supplementing their retirement planning. If you are eligible under the Plan, you may contribute up to a certain percentage of your pretax total compensation; not to exceed the annual limits established by the Internal Revenue Service. Please consult the Summary Plan Description (SPD) for more complete information about eligibility and the details of the Company's 401(k) Plan.

Social Security is an important part of every employee's retirement benefit. The Company pays a contribution to each employee's Social Security taxes, in accordance with state and federal law.

FAMILY AND MEDICAL LEAVE

The Family and Medical Leave Act (FMLA) of 1993 is a federal law that provides for employees to receive unpaid time off from work to handle specific family circumstances or critical medical situations involving close family members or themselves. The Company will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time such leave is granted. No greater or lesser leave benefits will be granted than those set forth in state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under either law.

To be eligible for family and medical leave, an employee must have worked for the Company for a total of at least twelve months; and have worked at least 1,250 hours over the previous twelve (12) months. Family leave will be granted to eligible employees for up to a total of twelve (12) work weeks in a twelve (12) month period to provide care to a child, legal spouse or parent with a serious health condition or for the birth or adoption of a child in accordance with federal and state law. Medical leave will be granted to eligible employees to recuperate from their own serious health condition, including injury, illness or childbirth. Family and medical leave will not exceed twelve (12) weeks per twelve (12) month periods. A twelve-month period begins on the date of the employee's first use of family and medical leave. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended. Under some circumstances, employees will be entitled to take family or medical leave intermittently, by taking leave in blocks of time or by reducing the employee's normal weekly or daily work schedule.

The Company will maintain group health insurance coverage during a family and medical leave for up to a maximum of twelve (12) workweeks per 12-month period if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. Employees on a family and medical leave who exhaust their Company-provided coverage will have the opportunity to continue coverage through the Company in conjunction with federal COBRA guidelines.

Under most circumstances, upon return from family and medical leave, the employee will be reinstated to the same position held at the time of leave or to an equivalent position with equivalent pay, benefits and other employment terms and conditions. An employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

MILITARY LEAVES

Employees will be afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the current Universal Military Training Act. Employees should provide advance notice of their military service obligations. It is the employee's responsibility to notify his or her immediate supervisor in writing as soon as he or she becomes aware of the need for a leave of absence.

JURY DUTY LEAVE

Any employee that has to serve on jury duty shall receive paid leave for the hours which he otherwise would have worked and shall be reimbursed by the Company for the difference between the jury duty fee and department hours for the time lost from work, up to a maximum of ten (10) working days. The employee shall present proof of the jury service and the fee. If an employee was summoned for jury duty and subsequently released or was not required to serve a full day, the employee shall report immediately for work or be counted as absent and forfeit jury duty reimbursement.

An employee who suffers the death of a member of the immediate family shall be granted a leave of absence of up to three (3) working days. These three (3) days will be as follows: One (1) preparation day prior to the funeral; one (1) day for the day of the funeral and one (1) day within the 7 calendar days after the funeral. A non-probationary employee shall receive line time for each scheduled working day missed to attend the funeral but not to exceed twenty-four (24) hours pay at their current rate in effect in the payroll week immediately preceding the week in which the funeral leave falls. The time so paid shall not be counted as hours worked. Proof of the funeral date and relationship will be required.

"Members of the immediate family" shall mean the persons standing in only the following legitimate relationships to the employee:

Mother
Father
Spouse
Child
Step-Child
Sister
Brother
Current Step-Parent
Grandparent

In addition, a non-probationary employee may request up to a total of two additional days off, without pay, to be taken within the 7 days before or after the funeral of a member of the immediate family as defined above subject to the approval of the Company.

An employee who suffers the death of their current mother-in-law or current Father-in-law may receive (8) hours of paid leave of absence for the day of the funeral only. Paid leave shall be at the employee's current rate of pay in effecting the payroll week immediately preceding the week in which the funeral leave falls.

Safety

The health and safety of employees and others on Company property are of critical concern to Equity Group Eufaula. We strive to attain the highest possible level of safety in all activities and operations. The Company also intends to comply with all health and safety laws applicable to our business. The Company is committed to conducting its operations in a manner that avoids unnecessary risks to the health and safety of its employees. We believe that all tasks can be accomplished without people getting hurt. Appropriate training shall be made available to employees to ensure he or she can carry out their duties safely. All employees are expected to observe processes and behavior, and take action to correct both if they can in some way prove hazardous to fellow employees or the general public. Any hazards are to be corrected promptly upon discovery.

The Company issues rules and guidelines governing work place safety and health. All employees should familiarize themselves with these rules and guidelines as strict compliance will be expected. Failure to strictly comply with rules and guidelines regarding health and safety or negligent work performance, which endangers health and safety, will not be tolerated.

The observance of safe and clean work practice, coupled with a sincere compliance of all established safety standards and codes, shall result in the performance of excellence for which we strive.

PROHIBITION OF WORKPLACE VIOLENCE

Equity Group Eufaula recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The safety and security of Equity Group Eufaula employees is of vital importance. Therefore, the Company prohibits workplace violence. Acts or threats of physical violence, include intimidation, harassment and/or coercion, which involve or affect the Company or occur on Company property, will not be tolerated.

Workplace violence is any intentional conduct, which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property. Violations of this policy, by any individual, will lead to corrective action, up to and including immediate termination, and legal action as appropriate.

Employee Property

Employees are urged not to bring valuables to work. Lockers are made available to employees. Lockers must be kept clean and orderly according to USDA regulations. Lockers are to be cleaned out every Friday so the Company can exterminate. Any items left in company lockers during the times of extermination will be removed and discarded. The Company assumes no responsibility for the loss, theft or damage of employee personal property.

Visitors

Friends and relatives should be asked not to visit employees during working hours. For safety and insurance reasons, friends, relatives and customers are not permitted in areas restricted to employees only, unless authorized by management.

Security

Security of Company facilities as well as the welfare of our employees and customers requires that every individual be constantly alert to security risks. In order to reduce and eliminate employee theft, Equity Group Eufaula reserves the right to conduct multiple searches of employees' lockers, packages, handbags, briefcases, lunch bags and/or automobiles which are located on the property or government property assigned to Equity Group Eufaula. These searches may be conducted on a random basis, reasonable suspicion or when required by our customers and/or state and/or federal law.

Identification Badges

The purpose of an identification badge is to prevent the entry of unauthorized persons into our plants and facilities. If you are issued an ID badge, you will be asked to show it every work day before you are granted admittance to company plants and facilities by security guards. Failure to observe this rule may result in disciplinary action.

Code of ethics policy

Confidential company information: Information concerning the business affairs of Equity Group Eufaula Division; its products, processes, technology, or equipment; its employees and customers; and its competitive advantages are always to be treated as confidential. Disclosing confidential company information to persons not entitled to such information will be subject to disciplinary action up to and including termination.

Making statements to the news media: Only designated spokespersons may provide statements or information to the news media. Non-authorized statements to the media or to special interest/trade publication about the company will be considered a violation of the company confidentiality statement.

SAFETY

CHEMICAL RIGHT-TO-KNOW

In 1986, the Occupational Safety and Health Administration (OSHA) issued the Hazard Communication standard, which requires all employers to educate their people concerning hazardous chemicals in the workplace. Although very few of our employees are required to work with chemicals, Equity Group Eufaula provides information and training to ensure compliance with the Hazard Communication Standard. As you know, safety training requires your interest and attention. It's up to you to use your training to stay safe and feel comfortable with chemicals you handle on your job.

You have a "right-to-know" when it comes to hazardous chemicals that you work with or may be exposed to. The company's Hazard Communication Program is designed to:

1. Protect the health of our people and provide safe work environments.
2. Provide people with information concerning health and physical hazards of the chemicals.
3. Comply with OSHA Hazard Communication Regulations.

The training program will provide instructions in the following areas:

1. The requirements of the Hazard Communication Standard.
2. Identification and potential health hazards of chemicals.
3. The location and availability of the Material Safety Data Sheets (MSDS). Contact your supervisor if you wish to review these data sheets.

4. How to read and interpret MSDS's and how to understand chemical container labeling systems.
5. Measures that people can take to protect themselves from chemical hazards.
6. Training for new people and those who are transferred prior to beginning work on a new job. The training covers all of the above training elements as well as all specific safety and health training.

HAZARDOUS CHEMICAL RULES

It is your job to learn about chemical hazards and follow these rules:

1. Read labels on chemical containers before you handle them. Follow the instructions on label.
2. Review Material Safety Data Sheets.
3. Question your Supervisor about chemical hazards.
4. Handle chemicals, acids, solvents, and caustic solutions in accordance with the manufacturers label instructions.
5. Wear protective equipment (including eye protection), when handling chemicals.
6. Thoroughly flush your skin or eyes with water if they come in contact with acid, solvent, or caustic solutions and get immediate attention from the plant nurse. Report such as incidents to your Supervisor.
7. Never place chemicals in unmarked containers. Containers must be properly labeled so the contents can be identified
8. Never mix chemicals unless you know that it is safe to do so.
9. Wash your hands after using chemicals.

EMERGENCY RESPONSE PLANNING

Equity Group Eufaula has gone to great lengths to develop safety and loss control programs designed to prevent accidents and to prevent emergency situations from occurring. However, we realize that in spite of the best planning, emergencies can still occur.

To protect the safety of our people, we have developed Emergency Response Plans. Special teams have been organized to handle hazardous material responses, natural disasters and medical emergencies. Team members have received specialized training and are equipped according to anticipated needs.

Hazardous Materials Response Team

For specific areas where hazardous chemicals are used, i.e., anhydrous ammonia in refrigeration systems, acids and chlorine in waste water treatment, etc., we have organized, equipped and trained teams to deal with accidental releases.

The Hazardous Materials Response Team receives ongoing training. Their purpose is to prevent or minimize injury or property damage in the unlikely event of a chemical spill.

You will be provided emergency evacuation information and procedures during orientation. Later, you may be asked to participate in emergency drills.

Please familiarize yourself with the company's emergency procedures and take any simulated drill seriously.

Equity Group Eufaula's people can rest assured that in the event of an emergency, company personnel are prepared to respond promptly...for your safety...to protect property...and to protect jobs.

Safety is the most important task each of us must complete each day. When safety rules or policies are violated, appropriate disciplinary action, up to and including termination will take place. Due to the possible consequences of these violations (injury to worker/co-worker) management reserves the right to determine the disciplinary action based on the severity of the infraction.

1. All injuries must be reported immediately to your Supervisor and the Medical Services Staff. This is to be reported on the day the injury occurs. Treatment for injuries or illnesses will be administered. After treatment employee must complete the Injured Workers Statement.
2. All work related injuries must have a pre-approved written authorization from the Medical Services Staff before an outside provider can render treatment. You must go to one of the Doctors specified by the Company in the event of an on-the-job-injury. All light duty restrictions must be pre-approved by the Medical Services Staff.
3. Personal Protective Equipment, which is provided initially by the Company, must be worn.
4. All knives/scissors are to be placed in their proper containers during breaks and at the end of a shift. Work tools are not to be carried around in the plant except in proper containers.
5. Never place your hand or any part of your body or other objects in moving machinery.
6. Report any unsafe condition to your Supervisor at once.
7. Never remove any machine guard cover or screen. Only trained and authorized personnel may operate any machinery (this includes Forklift and Pallet Jack or mobile equipment). All guards, covers, screens barriers, must be in place before any machine is started.

8. Report any Chemical leak or spill to your Supervisor. Do not touch a spill or leak unless you have been trained and authorized to remove the leak or spill. All unlabeled containers must be reported to your supervisor immediately. Do not handle any chemicals unless approved to do so by your supervisor.
9. All employees must share the responsibility of keeping work and break areas clean in order to maintain safe work facilities.
10. All trash is to be placed in the trash cans provided.
11. Wrestling, playing, horseplay, running, fighting, use of alcoholic beverages and or illegal drugs, etc. is forbidden.
12. Threatening another employee, Supervisor, or Management staff member is forbidden. This type of behavior will be subject to disciplinary action up to and including termination.
13. Proper Maintenance Safety Procedures are to be adhered to as prescribed in the "Lockout/Tagout" policies.
14. Seatbelts are to be worn in all Company vehicles, including forklifts, back hoes, mules etc.
15. Non-slip, skid resistant footwear is to be worn in all areas of the Plant. (production footwear is not to be worn outside of plant.)
16. Jewelry consisting of any stone material, loose or ragged clothing, and loose neckties must not be worn. Clothing must be worn in a manner in which it would not interfere with the safe operation of any equipment, also as not to be offensive to others.
17. Obey all warning signs (example: No Smoking, Wear Hearing Protection).
18. Wash hands and arms thoroughly with soap and water before and after using bathroom facilities.

19. All gloves and aprons must be stored and/or disposed of properly. Do not throw on the floor.
20. No equipment will be worn outside of work areas. Boots are not to be worn outside of plant.
21. All electrical equipment, including fuses and breakers, must be serviced by authorized personnel only.
22. All State of Alabama Traffic laws must be obeyed while operating any Company vehicle.
23. All traffic signs must be obeyed. The speed limit on company property is 15 mph.
24. All Visitors entering the plant must check in with security upon arrival. Security will issue the visitor a pass that must be worn around the neck at all times while on company property.
25. Park only in authorized parking spaces; do not park in driving isles, reserved or truck traffic areas. Do not stop in driving isles to drop off employees. Speed limit of 5 MPH must be obeyed in the parking lot areas. Right of way must be yielded to pedestrians.
26. Any acts of vandalism to vehicles will be prosecuted. Any damage to vehicles must be reported and proper paper work completed before leaving the scene. The company is not liable for vehicle accidents or acts of vandalism to vehicles.
27. Before starting a new job, make sure you are trained to perform it safely.
28. Anyone bringing or picking personnel up from work, is not allowed inside the plant areas and must park in a parking spot before allowing employees to exit from vehicle.

29. No children are allowed inside of the plant areas.
30. Any^s one caught tampering with fire extinguishers will be subject to disciplinary action, up to and/or including termination.
31. Do not use fire extinguishers as means of hanging clothing or personal items.

Each facility will normally have additional safety rules which apply to specific departments. These rules will be presented to you during orientation. Your supervisor will also review safety rules and explain how they relate to your job.

CONSERVATION

Saturation requirements in the food industry prohibit many of the acoustical engineering controls, which reduce noise. Since we cannot always reduce noise levels satisfactorily, we have instituted Hearing Conservation Programs at locations on an "as needed" basis.

A Hearing Conservation Program is an OSHA requirement and is Company Policy when noise levels exceed 85 decibels. Equity Group Eufaula supports Hearing Conservation as a means of protecting our people's hearing.

Our program is administered by a professional hearing conservation firm. Equity Group Eufaula requires your understanding concerning the hazards of noise, and your cooperation when wearing hearing protection.

We operate our Hearing Conservation Program as follows:

1. Monitoring - We check production areas periodically for noise levels present.
2. Audiometric testing - The mobile testing service conducts yearly hearing tests for all people exposed to greater than 85 db of noise.

3. Training - Annual training is provided at the time hearing tests are given.

4. Hearing protection - We offer a choice of hearing protectors to all people exposed to 85 db or greater.

NOTE: People exposed to 90 db or greater must wear protectors. In certain cases, plant policy requires all people to wear hearing protection.

5. Record keeping - Medical Services department keeps your records. You will be notified if a significant change in your hearing occurs.

INCLEMENT WEATHER PROCEDURES

The purpose of this plan is to outline procedures that should be followed in the event of inclement weather.

In the event of inclement weather during scheduled working hours, Live Hang and Picking Room First Processing employees will be instructed to report to the QA Office by the Paw Room and Evis First Processing employees will be instructed to report to the Paw Room. Debone First Processing employees will be instructed to report to the Big Cooler and Pack-out, shipping employees will be instructed to report to the Small Cooler. Further Processing employees will report to the cooler and Pack-out employees will be instructed to report to the Bathrooms outside of the Supply Room. The Switchboard operator or management personnel will be instructed by one of the following management officials to use the plant wide paging system to announce that everyone should report to the areas listed above:

General Manager
Complex Human Resources Manager
Assistant Complex Human Resources Manager
Safety Manager
Operations Manager
First Shift Manager
Second Shift Manager

Should inclement weather conditions develop on the off shift, employees will be notified by way of radio stations of operational necessity. The General Manager, Live Operations Manager and Operations Manager, will make the decisions as to the plant operation during adverse conditions. The Human Resources Department will notify the radio and/or television stations of plant disposition.

Radio Stations

Eufaula	WRVX – 97.9	Phone: (334) 616-0097
Dothan	WTVY – 95.5	Phone: (334) 792-0048
Columbus	WVRK – 102.9	Phone: (706) 966-1000

SAFE LIFTING PROCEDURES

Recommended lifting procedures are intended to prevent hand, wrist, shoulder, and back injuries. Strain and sprain injuries account for a large number of industrial injuries - many of which are the result of incorrect lifting.

The following steps to safe lifting will greatly reduce your chances of receiving a lifting injury, but only if you follow them.

1. First, lift the load mentally. How much does it weigh? Plan every step before you do it physically.
2. Keep your feet apart, for a firm footing.
3. Bend your knees, not your back.
4. Tighten stomach muscles and lift the load with your legs. Keep your back straight, whether lifting or putting the load down.
5. Keep the load close to your body.
6. Never twist with a load. This can cause an injury!
7. Team lift when an object is awkward or heavy.

Take advantage of load carrying devices - and remember - push, don't pull.

Knife Safety means "preventing cuts" - cuts to yourself or to your fellow workers. In many of our jobs, knives are the tools of our trade. They must be handled correctly and with respect. The following are some recommended knife safety guidelines.

1. Always wear issued personal protective equipment, i.e., metal mesh or cut-resistant gloves, and plastic arm guards and wrist guards.
2. If skin irritation occurs, wear snug-fitting cotton liners underneath mesh gloves.
3. Inspect protective equipment regularly for defects, holes or sharp projections.
4. Keep knives sharp. Request "fresh" knives as needed and learn "steeling" techniques from your Supervisor. Sharp knives reduce fatigue and potential injury.
5. Cut away from your body.
6. Never engage in horseplay with knives.
7. Return knives to sheaths or racks when not in use. Don't place knives in positions where they can fall into product containers.

Equity Group Eufaula has adopted a lockout, tagout procedure to minimize accidental injury resulting from the "surprise" release of energy. The procedures are especially important to maintenance people and related maintenance operations. The policy applies, but is not limited to electric, pneumatic, hydraulic and steam sources of energy.

If your job requires lockout training, you will receive written policy and procedures guidelines, and specialized equipment for lockout/tagout operations.

Regardless of your position in the company, it is important for you to recognize that this tag on equipment controls means **DANGER**. It means, **"DO NOT OPERATE."** It means that tampering with a device under tag could jeopardize the safety of a co-worker.

Questions concerning lockout/tagout should be referred to your Supervisor, or to the Complex Safety Manager.

POWERED INDUSTRIAL TRUCK SAFETY

Equity Group Eufaula handles hundreds of thousands of pounds of product daily. Much of this work is accomplished using forklifts or "pallet-jacks". Handling our product mechanically eliminates much of the need for manual lifting and carrying and increases the efficiency of production.

However, industrial trucks moving through production areas can pose hazards. Learn what areas are frequently traveled by industrial trucks. Be on the lookout for them when you're in these areas.

Equipment

The company strives to operate only safe, properly maintained industrial trucks. These vehicles are inspected by both the operators and the maintenance department on a routine basis.

Operator Selection and Training

The company carefully selects operators, ensures that they are qualified and certified, and trains them to meet both company and government standards. Periodic re-training is conducted to reinforce principles of industrial truck operation, driver etiquette and safe operating rules.

Forklift Operator Safety Rules

1. Forklifts will be operated only by trained persons - assigned by the Safety Manager.
2. All Forklift drivers must wear seat belts while operating lifts.
3. Vehicles should receive daily inspections to insure that they are in good repair.
4. Horseplay with forklifts will not be tolerated.
5. Excessive speed will not be tolerated.
6. Forklifts will not carry riders nor will they be used as elevators for employees.
7. Always drive forward when carrying a load except in cases where you can't see over the load, or when moving down an incline. Drive forward up a ramp and back down a ramp. This prevents the vehicle from tilting. Never turn sideways on a ramp.
8. Safety equipment - the overhead guard, the fire extinguisher and the horn - should be in place and operational at all times.

9. Double check before entering a trailer with a forklift. Is the dock plate secure? Are the trailer wheels choked? Any trailer not attached to the tractor, must have a trailer jack secured under the front of the trailer.
10. Smoking is not permitted while operating the forklift.
11. Loads should be carried as low as possible while still giving adequate fork clearance.
12. As you enter an intersection or a blind corner, reduce your speed and sound the horn.
13. Special attention and care should be given when driving on slick surfaces. Analyze conditions and adjust your driving accordingly.
14. Park the forklift in a safe location, preferably a spot designated for forklift parking. If you cannot locate an area that is designated for forklift parking, park the forklift away from doors, aisles and fire extinguishers.
15. When the forklift is not in use, lower the forks to the floor, set the brake and shut off the engine.
16. Pallet Jack drivers must drive a pallet jack with the load behind the operator as not to obstruct the vision of the operator.

REPORTING ACCIDENTS AND ILLNESSES

ALL ON THE JOB ACCIDENTS AND ILLNESSES, REGARDLESS OF HOW MINOR, MUST BE REPORTED DURING THE SHIFT IN WHICH IT OCCURS. FAILURE TO DO SO MAY RESULT IN DISCIPLINARY ACTION.

You should report these to your supervisor immediately. If you need medical assistance or first aid administered, then the supervisor will make sure you see Medical Services. If the supervisor and/or nurse are unavailable, please notify someone in Human Resources Department.

If the injury or illness requires medical attention beyond the Medical Services Staff, then our nursing staff will assist you in scheduling that appointment and completing the appropriate paperwork for filing a worker's compensation claim. This claim must be filed in order for any payments to be made by Equity Group Eufaula

FAILURE TO MAKE PRIOR ARRANGEMENTS WITH THE COMPANY NURSE OR MANAGEMENT BEFORE SEEKING MEDICAL TREATMENT FOR WORK RELATED INJURIES OR ILLNESSES MAY ALSO RESULT IN DISCIPLINARY ACTION.

REPORTING SAFETY HAZARDS OR COMPLAINTS

The nature of our business involves periodic production changes. When changes occur, hazards can be created.

When you observe hazards, you should report them. Generally, this is done verbally to your Supervisor, Safety Manager, Human Resources Manager, Medical Services Staff, or Safety Committee Member.

Reporting Procedures Include:

- Reporting hazards or complaints to your department Safety Committee Representative and your Supervisor. Items will be discussed at Safety Meetings or if the matter is urgent, immediate action will be taken.

Notes:

ACKNOWLEDGMENT AND AGREEMENT

I acknowledge that I have received my copy of the Equity Group Eufaula handbook.

I understand that this handbook represents only the current policies, regulations, and benefits and that it does not constitute a contract of employment. The Company retains the right to change these policies, benefits and procedures at any time it deems appropriate.

I understand that I have the right to terminate my employment at any time, with or without cause, with or without advance notice, and that the company has the same right. I also understand that my status as an at-will employee may not be changed except in writing signed by the Chief Executive Officer of the Company.

Employee signature

(Printed)

Employee's name

Date

**EXHIBIT 3
TO
AFFIDAVIT OF KATHY GILMORE**



Equity Group Eufaula Division, LLC

Employee Orientation Manual

Name _____



KEYSTONE FOODS LLC
Equity Group Eufaula Division

New Hire Orientation Agenda

HR Conference Room

Moderator	Topic	
8:30am - 9:30am	HR New Hire Paperwork	Lisa Ledbetter, HR
9:30am - 9:45am	History, Ethics, Policies, & Procedures Review	Lisa Ledbetter, HR
9:45am - 11:15am	Retail, Wholesale & Department Store Union AFL-CIO	Jackie Davis, Chief Steward
11:15am - 12:00pm	Benefits Overview & Enrollment	Jennifer Baker, HR
12:00pm - 12:30pm	Attendance, Days Off, Leaves of Absence	Lisa Ledbetter, HR
12:30pm - 1:00pm	Lunch	
1:00pm - 1:30pm	QA, HACCP, GMPs, SSOPs, SOPs, & Animal Welfare	Tape
1:30pm - 1:45pm	Safety Policies & Procedures Overview	Safety Rep.
1:45pm - 2:45pm	Emergency Evacuation, Fire Prevention, Confined Spaces & Lock-Out/Tag-Out Procedures Ergonomics presentation and exercises	Safety Rep.
2:45pm - 3:00pm	BREAK	
3:00pm - 3:45pm	Hazardous Communications & Material Training (Including PPE use)	Safety Rep. Tape
3:45pm - 4:15pm	Bloodborne Pathogens, Medical Services, & Hearing Protection	Beatrice Battle, Nurse Scott Little, EMT
4:15pm - 4:30pm	Security & Workplace Violence	JB Glass, Security
4:30pm - 5:00pm	Programs and Activities Presentation	Lisa Ledbetter, HR



Equity Group – Eufaula Division, LLC

57 Melvin Clark Rd.
Bakerhill, AL 36027
Direct line: (334) 688-6546
(334) 687-7790, ext. 26546

Jennifer Baker, Complex Benefits Administrator
Email: jennifer.baker@keystonefoods.com.

Hourly Summary of Benefits

Health Care Plan (Effective 1st of the month following your 90 days)

Medical Plan-Insurance Provider: Blue Cross Blue Shield of AL
Web Site: www.bcbsal.com.
Type of Plan: PPO (Preferred Provider Organization)

Cost to Employee:
Single Coverage: This benefit is paid for by the company. No cost to the employee.
Family Coverage (2 or more): \$61.85 weekly

Prescription-Insurance Provider: Blue Cross Blue Shield of AL
Web Site: www.bcbsal.com.
As long as you use a BCBS Pharmacy all you pay are your co-pays.
Co-Pays:

Generic--\$10.00 or less
Preferred Name Brand--\$20.00 or less
Non-preferred Name Brand--\$35.00 or less

COBRA (Consolidated Omnibus Budget Reconciliation Act)

This notice explains about COBRA coverage and when it may become available to you and your family.

Vision & Dental Plan (Effective 1st of the month following your 90 days)

Employee Cost: Single Coverage-\$2.63 weekly & Family Coverage (2 or more) \$7.05 weekly
Vision & Dental are offered together. You cannot have one without the other.

Vision-Insurance Provider: Ameritas Life Insurance Corp
Web Site: www.ameritasgroup.com.

Discount Program Provider: EyeMed Vision Care.

Web Site: www.ameritasgroup.com. & click on the EyeMed link

There is not a network for the vision. You may see any eye doctor that you like.

In order to receive the discount benefits you must stay within the EyeMed Network (this can be found on the web site).

Dental-Insurance Provider: Ameritas Life Insurance Corp
Web Site: www.ameritasgroup.com.

There is not a network for the dental. You may use the dentist of your choice.



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Short Term Disability (Effective 1st of the month following your year)

This benefit is paid for by the company. No cost to the employee. In order to qualify for this benefit you must be working on the day your insurance goes into effect. In order to receive Short Term Disability (maximum of 13 weeks at a \$125.00 per week) while you are out of work you must request payment.

401k Retirement Plan- Administrator: Vanguard-1-800-523-1188

After 1 (one) year of employment you are eligible to enroll in the 401k plan, must be at least age 21 and work 1000 hrs. You can contribute up to 75% of weekly pay. Federal law establishes the annual dollar limit. If you are over age 50 or will turn age 50 during the current calendar year you may contribute an additional amount on a weekly basis up to the established annual federal limit. You are always 100% vested in your 401k contributions. Matching contribution – Keystone will provide 50% matching contributions for up to the first 4% of employee contributions. In order to receive the company match you must be working in a non-union dept. (dept. not eligible to join the union). Matching contributions are fully vested after 6 years of plan service.

Holidays (Effective after 90 days)

9 regular paid holidays per year (this includes b-day). In order to receive pay you must be employed 90 days & work your scheduled shift the day before & the day after the holiday, you can not leave early or come in late. Non-probationary employees are eligible for birthday pay (you must schedule this with your supervisor) and 1 personal day after 90 days. Personal days run from March 1 to February 28 of each year.

Vacations (Effective after 1 year)

1-2 years of service	1 week (5 working days)-you must take these days or loose them.
3 years of service	2 weeks (10 working days)-you may sell your 2 nd week.
10 years or more of service	3 weeks (15 working days)-you may sell your 3 rd week.

HIPPA (Health Insurance Portability & Accountability Act)

This policy applies to all employees and restricts the Company's ability to use and disclose protected health information.

Janet's Law (Women's Health & Cancer Right Acts of 1998)

This law requires all health plans to cover reconstructive breast surgery after a mastectomy.

If you have any questions concerning any of the benefits outlined in this summary, please feel free to come by the Personnel office or to call me at 334-688-6546 or 334-687-7790, ext. 26546

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Effective Date of Notice: 4/14/03

The Keystone Employee Health Plan (the "Plan") is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information and to inform you about:

- the Plan's uses and disclosures of Protected Health Information (PHI);
- your privacy rights with respect to your PHI; • the Plan's duties with respect to your PHI; • your right to file a complaint with the Plan and to the Secretary of the U.S. Department of Health and Human Services; and
- the person or office to contact for further information about the Plan's privacy practices.

The term "Protected Health Information" (PHI) includes all individually identifiable health information transmitted or maintained by the Plan, regardless of form (oral, written, electronic).

Section 1. Notice of PHI Uses and Disclosures

Required PHI Uses and Disclosures

Upon your request, the Plan is required to give you access to certain PHI in order to inspect and copy it. Use and disclosure of your PHI may be required by the Secretary of the Department of Health and Human Services to investigate or determine the Plan's compliance with the privacy regulations.

Uses and disclosures to carry out treatment, payment and health care operations

The Plan and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Plan also will disclose PHI to the Plan Sponsor Keystone Foods for purposes related to treatment, payment and health care operations. The Plan Sponsor has amended its plan documents to protect your PHI as required by federal law.

Treatment is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers.

For example, the Plan may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

Payment includes but is not limited to actions to make coverage determinations and payment (including billing, claims management, subrogation, plan reimbursement, reviews for medical necessity and appropriateness of care and utilization review and preauthorizations).

For example, the Plan may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Plan.

Health care operations include but are not limited to quality assessment and improvement, reviewing competence or qualifications of health care professionals, underwriting, premium rating and other insurance activities relating to creating or renewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and

auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities.

For example, the Plan may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions.

Uses and disclosures that require your written authorization

Your written authorization generally will be obtained before the Plan will use or disclose psychotherapy notes about you from your psychotherapist. Psychotherapy notes are separately filed notes about your conversations with your mental health professional during a counseling session. They do not include summary information about your mental health treatment. The Plan may use and disclose such notes when needed by the Plan to defend against litigation filed by you.

Uses and disclosures that require that you be given an opportunity to agree or disagree prior to the use or release

Disclosure of your PHI to family members, other relatives and your close personal friends is allowed if:

- the information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- you have either agreed to the disclosure or have been given an opportunity to object and have not objected.

Uses and disclosures for which consent authorization or opportunity to object is not required

Use and disclosure of your PHI is allowed without your consent, authorization or request under the following circumstances:

1. When required by law.
2. When permitted for purposes of public health activities, including when necessary to report product defects, to permit product recalls and to conduct post-marketing surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.
3. When authorized by law to report information about abuse, neglect or domestic violence to public authorities if there exists a reasonable belief that you may be a victim of abuse, neglect or domestic violence. In such case, the Plan will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law when the parents or other representatives may not be given access to the minor's PHI.
4. The Plan may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).
5. The Plan may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Plan that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or

tribunal.

6. When required for law enforcement purposes (for example, to report certain types of wounds).
7. For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to be a victim of a crime but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Plan's best judgment.
8. When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Also, disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent.
9. The Plan may use or disclose PHI for research, subject to conditions. When consistent with applicable law and standards of ethical conduct if the Plan, in good faith, believes the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.
10. When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law. Except as otherwise indicated in this notice, uses and disclosures will be made only with your written authorization subject to your right to revoke such authorization.

Section 2. Rights of Individuals

Right to Request Restrictions on PHI Uses and Disclosures

You may request the Plan to restrict uses and disclosures of your PHI to carry out treatment, payment or health care operations, or to restrict uses and disclosures to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Plan is not required to agree to your request.

The Plan will accommodate reasonable requests to receive communications of PHI by alternative means or at alternative locations.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to the following officer: Jerry Gotro, Vice President Human Resources & Communications, Keystone Foods LLC, 300 Barr Harbor Drive, Suite 600, West Conshohocken, PA 19428. Phone: (610) 667-6700.

Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Plan maintains the PHI.

"Protected Health Information" (PHI) includes all individually identifiable health information transmitted or maintained by the Plan, regardless of form.

"Designated Record Set" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Plan is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to the following officer: Jerry Gotro, Vice President Human Resources & Communications, Keystone Foods LLC, 300 Barr Harbor Drive, Suite 600, West Conshohocken, PA 19428. Phone: (610) 667-6700.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of the U.S. Department of Health and Human Services.

Right to Amend PHI

You have the right to request the Plan to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set. The Plan has 60 days after the request is made to act on the request. A single 30-day extension is allowed if the Plan is unable to comply with the deadline. If the request is denied in whole or part, the Plan must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made to the following officer: Jerry Gotro, Vice President Human Resources & Communications, Keystone Foods LLC, 300 Barr Harbor Drive, Suite 600, West Conshohocken, PA 19428. Phone: (610) 667-6700.

You or your personal representative will be required to complete a form to request amendment of the PHI in your designated record set. This request form must include a reason for the requested amendment.

The Right to Receive an Accounting of PHI Disclosures

At your request, the Plan will also provide you with an accounting of disclosures by the Plan of your PHI during the six years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; or (3) prior to the compliance date.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Plan will charge a reasonable, cost-based fee for each subsequent accounting.

The Right to Receive a Paper Copy of This Notice Upon Request

To obtain a paper copy of this Notice contact the following: Local HR Department.

A Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- a power of attorney for health care purposes, notarized by a notary public;
- a court order of appointment of the person as the conservator or guardian of the individual; or
- an individual who is the parent of a minor child. The Plan retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

Section 3. The Plan's Duties

The Plan is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices. This notice is effective beginning 4/14/03 and the Plan is required to comply with the terms of this notice. However, the Plan reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Plan prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Plan still maintains PHI. Active Participants will receive notice through worksite distribution. Past participants will receive such notice by US Mail at last known address.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Plan or other privacy practices stated in this notice.

Minimum Necessary Standard

When using or disclosing PHI or when requesting PHI from another covered entity, the Plan will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- disclosures to or requests by a health care provider for treatment;
- uses or disclosures made to the individual;
- disclosures made to the Secretary of the U.S. Department of Health and Human Services;
- uses or disclosures that are required by law; and
- uses or disclosures that are required for the Plan's compliance with legal regulations.

This notice does not apply to information that has been de-identified. De-identified information is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

In addition, the Plan may use or disclose "summary health information" to the plan sponsor for obtaining premium bids or modifying, amending or terminating the group health plan, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom a plan sponsor has provided health benefits under a group health plan; and from which identifying information has been deleted in accordance with HIPAA.

MEMORANDUM

TO: All Equity Group Eufaula Division Employees
FROM: Jennifer Baker, Benefits Administrator
RE: Women's Health & Cancer Rights Act of 1998

The 1998 federal budget passed by Congress requires all health plans to cover reconstructive surgery following a mastectomy. The Blue Cross and Blue Shield of Georgia PPO Health Care Plan offered by Equity Group Georgia Division LLC covers reconstructive surgery and the law mandates that we provide all new hires with this information, as well as, all employees annually.

Coverage for Reconstructive Surgery Following Mastectomy

When a covered individual receives benefits for a mastectomy and decides to have breast reconstruction, based on consultation between the attending physician and the patient, the health plan must cover:

- reconstruction of the breast on which the mastectomy was performed;
- surgery and reconstruction of the other breast to produce symmetrical appearance; and
- prostheses and physical complications in all stages of mastectomy, including lymphedema.

This coverage must be the same as for any other benefit under the plan.

If you have any questions about your health care plan, please contact **Jennifer Baker, Equity Group Eufaula Division, 57 Melvin Road, Bakerhill, AL, 36027, 334-688-6500, ext. 26546**

Section 4. Your Right to File a Complaint With the Plan or the HHS Secretary

If you believe that your privacy rights have been violated, you may complain to the Plan in care of the following officer: Jerry Gotro, Vice President Human Resources & Communications, Keystone Foods LLC, 300 Barr Harbor Drive, Suite 600, West Conshohocken, PA 19428. Phone: (610) 667-6700. Email: jgotro@keystonefoods.com. You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201.

The Plan will not retaliate against you for filing a complaint.

Section 5. Whom to Contact at the Plan for More Information

If you have any questions regarding this notice or the subjects addressed in it, you may contact the following officer: Jerry Gotro, Vice President Human Resources & Communications, Keystone Food LLC, 300 Barr Harbor Drive, Suite 600, West Conshohocken, PA 19428. Phone: (610) 667-6700.

Conclusion

PHI use and disclosure by the Plan is regulated by a federal law known as HIPAA (the Health Insurance Portability and Accountability Act). You may find these rules at 45 Code of Federal Regulations Parts 160 and 164. This notice attempts to summarize the regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

**SUMMARY PLAN DESCRIPTION
OF THE
KEYSTONE FOODS LLC
HOURLY 401(k) PROFIT SHARING PLAN**

GROUP IV

**Employees of Keystone Foods LLC Covered by Agreements with
UFCW Locals #56, 204, 911, 1995
Teamsters Locals #20, 312**

**Employees of Equity Group - Eufaula Division LLC Covered by Agreements with
RWDS #932**

January, 2006

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SUMMARY PLAN DESCRIPTION

INTRODUCTION

KEYSTONE FOODS LLC has established this 401(k) profit sharing plan for you.

We all need to plan for the future, especially for our retirement. We hope this Plan will play a part in helping you to achieve financial security in the coming years.

This document is a summary of the important terms and provisions of the Keystone Foods LLC Hourly 401(k) Profit Sharing Plan known as a Summary Plan Description ("SPD"). A copy of the SPD is being distributed to all Participants to advise the Participants and their beneficiaries of their benefits and rights under the Plan.

The SPD is intended to supply a general overview of your Plan. It generalizes in some instances for the sake of conciseness and clarity. Although every effort has been made to present the important Plan provisions in a fully accurate manner, any error, misstatement or omission will be disregarded, and the actual Plan provisions will be controlling. If you wish to verify that the Plan operates as described in the SPD with respect to your particular situation, you should contact the Plan Administrator for a further explanation of the Plan.

GENERAL INFORMATION ABOUT YOUR PLAN

There is certain general information which you may need to know about your Plan. This information has been summarized for you in this section.

1. General Plan Information.

Plan Name: Keystone Foods LLC
Hourly 401(k) Profit Sharing Plan

Plan Number: 008

The provisions of your Plan became effective on January 1, 2006, which is called the Effective Date of the Plan. The Plan was established by means of a spin-off from the Keystone Foods LLC Salaried 401(k) Profit Sharing Plan, which was previously called the Keystone Foods Employees' Pension Retirement Plan (the "Pension Plan"). The following plans were merged into the Pension Plan before this spin-off:

Keystone Foods 401(k) Plan
Keystone Foods Employees' Pension Retirement Plan
Cagle's-Keystone Foods LLC 401(k) Plan
Cagle's-Keystone Foods LLC Pension Retirement Plan
Equity Group-Georgia Division LLC Pension Retirement Plan
Equity Group-Georgia Division LLC 401(k) Plan

This Summary Plan Description reflects the Plan provisions as of January 1, 2006.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st each year and ends on December 31st. The Pension Plans listed above each had a short Plan Year from March 1, 2005, through December 31, 2005.

Certain valuations are made on the Anniversary Date of your Plan. This date is the last day of the Plan Year. The Plan Administrator may establish additional valuation dates.

Your Plan and Trust shall be governed by the laws of the Federal Government and of the State of Delaware.

2. Employer and Plan Sponsor Information:

The Employer's Name, Address, Telephone Number and Employer Identification Number are:

Keystone Foods, LLC
Five Tower Bridge
300 Barr Harbor Drive, Suite 600
West Conshohocken, PA 19428-2998

Telephone Number: (610) 667-6700

EIN: 23-3073393

Participating Employers:

CS Grain LLC
Cagle's-Keystone Foods LLC
Equity Group - Eufaula Division LLC
Equity Group - Georgia Division LLC
Keystone Management, Inc.
LD Foods LLC
M&M Restaurant Supply (MI/OH) LLC

The Plan Administrator's Name, Address, Telephone Number and Employer Tax Identification Number are:

Keystone Foods LLC
Five Tower Bridge
300 Barr Harbor Drive, Suite 600
West Conshohocken, PA 19428-2998

Telephone Number (610) 667-6700 EIN: 23-3073393

Your Plan Administrator keeps the records for the Plan and is responsible for the administration of the Plan. Under the terms of the Plan, the Administrator has full discretionary authority to interpret the Plan and to determine eligibility for benefits. The Administrator's decision on any question will be final.

3. Plan Trustee Information and Agent for Service of Legal Process.

The name and principal place of business of your Plan's Trustees are:

Plan Trustee: The Vanguard Group
P.O. Box 2900
Valley Forge, PA 19482

Trust B (insurance) Trustees: John J. Coggins, Jerald S. Gotro and D. Paul McGarvie

Agent for Legal Process: Any Trustee.

TYPE OF PLAN

What type of Plan is this?

This is a 401(k) Profit Sharing Plan authorized under Sections 401(a) and (k) of the Internal Revenue Code. The record of the amounts accumulated for the benefit of a Participant is known as the Participant's Account. Your retirement benefit will be an amount equal to the accumulated value of your Accounts.

ELIGIBILITY TO PARTICIPATE

What is the definition of Participant?

A Participant is an Employee who has met the eligibility requirements described below. You will continue to be a Participant as long as the Plan holds any assets for your benefit.

Who is eligible to become a Plan Participant?

Any hourly Employee who is assigned principally to the U.S. except:

Employees subject to a collective bargaining agreement which does not provide for benefits under this Plan;

Employees who are nonresident Aliens;

Employees of Affiliated Employers unless such Affiliated Employers are listed as Participating Employers in this Plan;

Leased Employees; and

Employees classified by the Employer as independent contractors.

Are there minimum age and service requirements to become a Plan Participant?

Eligible Employees must also satisfy the following minimum age and service requirements:

Minimum Age:	21
Minimum Service:	1 Year of Service

What is a Year of Service?

A Year of Service is a twelve consecutive month period (the Plan Year) in which you have completed at least 1,000 Hours of Service.

If you have satisfied the eligibility requirements with a predecessor or Affiliated Employer, you will receive credit for that service in meeting the eligibility requirements for this Plan. Your Years of Service with Bill Kraft Restaurant Food Products Co., Cagle's Inc., Cagle Foods JV, LLC, LD Foods, Equity Group-Georgia Division, LLC, and

Charoen Pokphand (USA), Inc., will also be recognized for purposes of eligibility in this Plan.

What is an Hour of Service?

An Hour of Service is:

- a. each hour for which you are directly or indirectly compensated by your Employer for the performance of duties;
- b. each hour for which you are directly or indirectly compensated by your Employer for reasons other than performance of duties (such as vacation, holidays, illness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year);
- c. each hour for which back pay is awarded or agreed to by your Employer; and
- d. each hour of employment with an Affiliated Employer, subject to Break-in-Service rules.

On what date do I actually become a Plan Participant?

You will become a Plan Participant on the January 1st or July 1st coincident with or next following the date you meet the minimum age and service requirements.

If you go from a classification of a noneligible Employee to an Eligible Employee, you will become a Plan Participant on the date you become an Eligible Employee, provided that you have met the eligibility requirements.

If you go from a classification of an Eligible Employee to a noneligible Employee, you will cease to be an active Participant until you again become an Eligible Employee.

CONTRIBUTIONS TO THE PLAN

What can you contribute to the Plan through salary deferrals?

Each year you may make before-tax contributions to the Plan in whole percentage increments through payroll deductions. These contributions are referred to as salary deferrals. Each year you may defer up to 75% of your salary, including bonuses, subject to limits established by Federal Law. You may change the amount of your salary deferral at any time. The change will take effect the following payroll period. The maximum dollar amount you may defer will be adjusted from time to time to reflect changes in the cost of living. If you defer more than the allowable amount, the excess will be returned to you and it will be taxable for the year in which you put the excess into the Plan.

What are Catch-up Contributions?

If you are or attain age 50 at any time during the calendar year, you may make an additional contribution to the Plan. This contribution is called a Catch-up Contribution. The maximum catch-up contribution you may make will be adjusted from time to time to reflect changes in the cost of living.

May I make a rollover contribution to the Plan?

You are permitted to make rollover contributions whether or not you have become a Participant in the Plan. You are always 100% vested in your rollover contribution account.

COMPENSATION

What is the definition of Compensation?

For purposes of your Plan, Compensation has a special meaning. Compensation is defined as total compensation (including base pay, bonuses and overtime) paid by the Employer for the Plan Year, excluding relocation pay, GED, any other amounts paid by the Employer as Non-Cash Items (NCI), and severance pay. Compensation does include any salary reduction contributions made to the Plan by you.

Compensation for any Employee who becomes or ceases to be eligible to participate during a Plan Year shall only include Compensation while that Employee is an Eligible Employee.

If you are returning from qualified military service on or after December 12, 1994, you may be treated as having received Compensation from the Employer during the period of military service equal to the Compensation you otherwise would have received from the Employer during that period. The Plan Administrator can provide further details if this applies to you.

The Plan will not recognize Compensation of any Participant in excess of an annual limit set by the government and adjusted from time to time to reflect cost of living changes.

MAXIMUM ANNUAL ADDITION

Is there a maximum amount that can be contributed to my account each year?

The law imposes a maximum amount that may be contributed to all of the Employer's plans on your behalf. This amount is adjusted from time to time to reflect cost of living changes.

INVESTMENT OF PLAN ASSETS

What happens to the Contributions made to the Plan?

Contributions are paid into a trust fund. Your share of the trust fund is represented by an

account balance.

Who is responsible for investing the trust fund?

Subject to written "Guidelines" adopted by the Plan Trustee, you self-direct the investment of your retirement account. The Trustee will have no obligation to look after the prudence of your investment decisions. Any income, losses or expenses resulting from your investment decisions will be charged directly to your self-directed investment account. The Trustee will provide you with information regarding investment procedures and options, including restrictions on fund transfers.

The Plan intends to comply with ERISA §404(c), under which the Plan provides you with an opportunity to control your Plan investments. The Plan Trustees and other fiduciaries are, therefore, relieved of any liability for losses experienced as a result of your investment instructions. In addition to information provided by the Trustee to assist you in investing your Plan accounts. You have the right to receive additional information upon your request. You can contact the Trustee if you would like to receive:

- 1 - A description of the annual operating expenses of each designated investment alternative, including investment manager fees, administrative fees, and transaction costs which reduce the rate of return to you. The aggregate amount of these expenses must be expressed as a percentage of average net assets of the designated investment alternative.
- 2 - Copies of prospectuses, financial statements and reports and other materials related to the investment alternatives to the extent the information is provided to the Plan.
- 3 - Regarding the designated investment alternatives: (a) a list of assets comprising the portfolio; (b) the value of each asset; (c) for fixed rate investment contracts, the issuer, terms and rate of return; (d) value of shares and units; and (e) past and current investment performance.

BENEFITS UNDER THE PLAN

What benefits are payable when I leave the Company?

You will receive your entire account balance in the event of your retirement, disability or death. If you terminate your employment for any other reason, the amount of your benefit will be determined by your Years of Service. (See Section on Vesting).

May I withdraw Contributions while I am employed by the Company?

The Plan allows for In-Service Distributions. You may request a distribution of all or part of your vested Account Balances provided that you have reached your Normal Retirement Date, which is the first day of the month coinciding with or next following your Normal Retirement Age. You may withdraw your Rollover Contribution Account at any time.

The Plan allows for in-service distributions pursuant to a Qualified Domestic Relations Order (QDRO). Please contact the Plan Administrator for more information or for a free

copy of the QDRO procedures if your plan assets are the subject of a divorce or separation agreement or Court Order. Also see the section of this SPD entitled "YOUR RIGHTS UNDER THE PLAN" for related information.

The Plan allows for hardship withdrawals from your Elective Deferral and Rollover accounts only. The Plan Administrator will advise you whether you are eligible to take a hardship withdrawal.

May I take a loan from my account?

You are permitted to take a loan from the vested portion of your account, subject to certain rules. You may have only 1 outstanding loan at a time and there is a minimum loan amount of \$1,000. The loan will be repayable by payroll withholding and must be completely repaid over a period of not longer than 5 years, unless the loan is for the purchase of your principal residence. Please see the Loan Policy and contact the Plan Administrator for additional information.

What benefits are payable at retirement?

a. Normal Retirement

Your Normal Retirement Age will be (a) the date you reach your 65th birthday, (b) your 60th birthday, if you have at least 10 Years of Service, or (c) your 55th birthday if you have at least 15 Years of Service as a Plan Participant. A Year of Service is a Plan Year during which you work at least 1,000 Hours.

At your Normal Retirement Age, you will become 100% vested in your account balance, and you may, but are not required to, begin to draw benefits from your account.

b. Later Retirement

You may keep working past your Normal Retirement Age. If you do, you will continue to share in the allocation of Company contributions and forfeitures (as long as you meet all other requirements).

Once you reach your Normal Retirement Date, you may elect to begin taking distributions from your Plan Account(s), even if you continue to be employed by the Company. If you are a 5% owner of the Company and if you continue to be employed at the time you reach age 70½, you will be required to begin taking distributions from this Plan. If you are subject to this rule, you should contact the Plan Administrator in order to get additional information about the "Minimum Distribution Requirements" applicable by law. If you are not a 5% owner of the Company, you may postpone distribution of your Account Balance until the later of attainment of age 70½ or your actual retirement.

c. Disability Retirement

If you become permanently disabled (the inability to perform your usual duties of employment, or the duties of any other position the Employer makes available to you for which you are qualified because of your training, education, or

experience), you will become fully vested in your account balance and will be permitted to withdraw the balance at any administratively convenient time after you supply proof of your disability. Your benefit will consist of the full value of your account.

What benefits are payable upon my death?

Your beneficiary will be entitled to 100% of your account balance upon your death.

If you are married at the time of your death, your spouse will be the beneficiary of the death benefit unless you otherwise elect in writing on a form to be furnished to you by the Administrator. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT THERETO. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC ACTION TAKEN.

If however,

- (a) your spouse has validly waived any right to the death benefit in the manner outlined above;
- (b) your spouse cannot be located; or
- (c) you are not married at the time of your death, then your death benefit will be paid to the beneficiary of your own choosing in a single sum, as you or your beneficiary may elect. You may designate such beneficiary on a form to be supplied to you by the Administrator. If you change your designation, or if you become married, your spouse must again consent to the change.

Since your spouse participates in these elections and has certain rights in the death benefit, you should immediately report any change in your marital status to the Administrator.

How are benefits paid by the Plan?

Your benefits from your 401(k) Account will be paid in a single lump sum payment.

When must distributions begin?

DISTRIBUTIONS MUST BEGIN NO LATER THAN THE 60TH DAY AFTER THE CLOSE OF THE PLAN YEAR IN WHICH THE LATEST OF THE FOLLOWING EVENTS OCCURS:

- a. the date on which you reach the Normal Retirement Age;
- b. the 10th anniversary of the year in which you became a Participant in the Plan;

- c. the date you terminate employment with your Employer.

The Plan Administrator may establish a policy of paying out benefits sooner than the latest date required by law. If the total of your account is valued at more than \$5,000, you and your spouse must consent to the earlier distribution.

May I choose to make a tax-free rollover of my distribution?

As a general rule, all plan distributions are subject to federal, state and local income taxation in the year you receive the distribution. In addition, if you are under age 59½ at the time you receive a distribution, it will (with few exceptions) be subject to an additional 10% penalty tax on premature distributions. However, you can postpone taxation on any amounts that you "roll over" to another qualified plan or Individual Retirement Account (IRA) within 60 days of your receipt. Most distributions from this Plan will qualify for tax-free rollover treatment.

If you become eligible to receive a distribution that qualifies for tax-free rollover treatment, you will have the right to direct the Plan Administrator to make your distribution payable directly to the trustee (or custodian) of whatever Plan you select to receive your rollover contribution.

If your distribution qualifies for tax-free rollover treatment, and if you decide not to have it made payable directly to another Plan or IRA, the law requires this Plan to automatically withhold 20% of the distribution, and pay it over as Federal Tax Withholding. This will be useful to you if you plan not to rollover the distribution, because the 20% withholding will be credited against the income tax (and the possible 10% penalty) you will have to pay on the distribution. If, however, within 60 days of receipt of the remaining 80%, you decide you want to avoid taxation (by making a tax-free rollover), you must understand that you will have to come up with the 20% that was paid off as withholding tax out of your own pocket. If you don't come up with the 20% and add it to your rollover deposit, you will be taxed on the 20% withholding. (This is because you will be treated as having taken the 20% as a taxable distribution from the Plan.)

If you terminate your employment and your vested account balance is greater than \$1,000 but not more than \$5,000 and you do not make an election with respect to your benefit, the Plan Administrator will pay your distribution in a direct rollover to an Individual Retirement Account that is designated by the Plan Administrator and communicated to you. If your benefit is not more than \$1,000 and you do not make an election with respect to your benefit, the Plan administrator will pay the benefit directly to you and withhold taxes as described above.

If you are not a 5% owner of the Company, you may postpone distribution of your Account Balance until the later of attainment of age 70 ½ or your actual retirement.

Rest assured, you will receive additional information about these rules (including any technical changes, and/or limitations) before a distribution is actually paid out to you. In addition, you should always consult with a competent and independent advisor before you make any elections.

What is a "One Year Break in Service"?

You incur a "One Year Break in Service" when you complete 500 or fewer Hours of Service during a Plan Year.

A One Year Break in Service does not occur in the computation period in which you interrupt your continuous service as the result of an authorized leave of absence or on account of pregnancy, birth or adoption of your child. These Hours of Service shall be credited solely to avoid your incurring a One Year Break in Service. The Plan Administrator may require you to furnish proof that your absence qualifies as a maternity or paternity absence.

If you are rehired before you have five consecutive "One Year Breaks in Service," your entire account will be restored if you repay the amount previously distributed, if any, as provided in the Plan.

For example:

You terminated employment on January 1, 2000 with 2 Years of Service. You were not vested at the time of your termination of employment. You return to work on January 5, 2003. You will be credited with your 2 pre-break Years of Service because your number of Breaks in Service (3) did not exceed 5.

These restoration of service rules apply in determining your eligibility and vesting in future contributions.

If you are returning from qualified military service, you will be treated as not having incurred a break in service because of the period of military service. The military service is treated as service with the employer for vesting and benefit accrual purposes. Speak with your Employer to learn more about your reemployment rights.

If I leave the Company for a reason other than retirement, disability or death, how is the vested part of my account balance determined?

Salary Deferral and Rollover Contributions

Immediate

100%

AMENDMENT AND TERMINATION OF THE PLAN

Can the Plan be Amended?

Your Employer has the right to amend the Plan at any time. However, in no event shall any amendment reduce the amount already credited to your account.

What happens when the Plan is terminated?

Your Employer has the right to terminate the Plan at any time. Upon termination, all amounts credited to your accounts will become 100% vested.

If plan termination occurs, the Company may direct that either:

- (a) benefits be distributed to you in any manner permitted by the Plan as soon as practicable; or
- (b) the Trust created by the Plan be continued and benefits be distributed to you or your beneficiaries as if the Plan had not terminated.

If the Plan is merged with another Plan maintained by the Company, your account balances will be separately accounted for under the new plan.

YOUR RIGHTS UNDER THE PLAN

May I assign my interest under the Plan?

You have no right to assign or transfer your interest under the Plan, and except in certain limited cases specified by the Internal Revenue Code, your interest is not subject to the claims of your creditors until distributed to you. However, a portion of your benefits may be assigned if you become divorced and a "Qualified Domestic Relations Order" (QDRO) is delivered to the Plan Administrator. A QDRO is a court order providing for child support, alimony or marital property rights to a former spouse, child or dependent, pursuant to a state domestic relations law, which is "qualified" by the Plan Administrator. Your account will bear the expense of qualifying the Order. Contact the Plan Administrator for forms you may use to expedite this process.

Is the value of my interest in the Plan insured by the Pension Benefit Guaranty Corporation?

Benefits provided by your Plan are not insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 (ERISA) because this is a plan that provides for separate annual account balances for Participants and does not provide for a specific amount of benefit at retirement.

BENEFIT CLAIMS AND REVIEW PROCEDURE

What procedure should I follow to claim a distribution from the Plan?

Benefits will be paid to you and your beneficiaries without the need for formal claims. However, you or your beneficiaries may make a request for any Plan benefits to which you believe you may be entitled. Any such request must be made in writing to the Plan Administrator.

Your request for Plan benefits shall be considered a claim for Plan benefits, and it will be subject to a full and fair review by the Plan Administrator. The Plan Administrator will have full and final authority to interpret this Plan, and the Plan Administrator's decision will not be reversible unless it is clearly erroneous.

What happens if my claim is denied?

If your claim is wholly or partially denied, the Plan Administrator shall furnish you with a written notice of this denial. This written notice must be provided to you within a reasonable period of time (generally 90 days) after the receipt of your claim by the Plan Administrator. The written notice must contain the following information:

- a. the specific reason or reasons for denial;
- b. specific reference to those Plan provisions on which the denial is based;
- c. a description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and
- d. appropriate information as to the steps to be taken if you or your beneficiary wish to submit your claim for review.

If notice of the denial of a claim is not furnished to you in accordance with the above within a reasonable period of time, your claim shall be deemed denied. You will then be permitted to proceed to the review stage.

How do I submit my claim for review?

If your claim has been denied, and you wish to submit your claim for review, you must follow the Claims Review Procedure.

- a. Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator.
- b. **YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.**
- c. You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Administrator.
- d. Your claim for review must be given a full and fair review. If your claim is denied, the Administrator must provide you with written notice of this denial within 60 days after the Administrator's receipt of your written claim for review. There may be times when this 60 day period may be extended. This extension may only be made, however, where there are special circumstances which are communicated to you in writing within the 60 day period. If there is an extension, a decision shall be made as soon as possible, but not later than 120 days after receipt by the Administrator of your claim for review.
- e. The Administrator's decision on your claim for review shall be communicated to you in writing and shall include specific references to the pertinent Plan provisions on which the decision was based.

- f. If the Administrator's decision on review is not furnished to you within the time limitations described above, your claim shall be deemed denied on review.
- g. If benefits are provided or administered by an insurance company, insurance service, or other similar organization which is subject to regulation under the insurance laws, the claims procedure relating to these benefits may provide for review. If so, that company, service, or organization shall be the entity to which claims are addressed. If you have any questions regarding the proper person or entity to address claims, you should ask the Administrator.

STATEMENT OF ERISA RIGHTS

What are my rights under the law?

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

- a. Examine, without charge, at the Plan Administrator's office, all Plan documents, including insurance contract, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
- b. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for such copies.
- c. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of the Summary Annual Report.
- d. Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age, and, if so, what your benefits would be at Normal Retirement Age if you stop working for the Company now. If you do not have a right to a full pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for the Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. These people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries.

No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit under the Plan or exercising your rights under ERISA. If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under

ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within thirty days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210.

KEYSTONE FOODS LLC

HOURLY 401(K) PROFIT SHARING PLAN

SUMMARY PLAN DESCRIPTION

ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receipt of the Summary Plan Description and Loan Policy
for the above referenced 401(k) Profit Sharing Plan of:

KEYSTONE FOODS LLC

Dated: _____

Signature of Employee

PLEASE PRINT YOUR NAME

**MANAGEMENT RESERVES THE RIGHT TO CHANGE OR MODIFY
THIS POLICY AS NEEDED.**

ATTENDANCE POLICY

As an employee of Equity Group Eufaula you are expected to be regular in attendance and punctual. Regularly scheduled attendance by all employees is mandatory. Any tardiness or absence causes problems for your fellow employees and your supervisor.

As part of meeting performance standards, represented employees are expected to work as scheduled during Equity Group Eufaula business hours or their scheduled shift. Employees are required to notify the Company as soon as possible but no later than within the first hour of their shift if they will be absent or late for work where he or she may be reached. Employees with unscheduled absences are required to contact their supervisor or on each day of his or her absence. The number to call in to report any absence is 1-877-573-8127.

On each day of absence, employees not previously excused are required to call the absence reporting number at 1-877-573-8127 as soon as practical giving the following information: (1) Employee's Name, (2) Reason of Absence, (3) Expected Return Date and (4) Name of Person Calling.

This policy will set the requirements and corrective action schedule for absenteeism, late arrival, early departure, Weekend/Holiday work and important definitions for absences and occurrences.

Each employee will be allowed to accumulate up to six (6) points. Each day of absence equals one (1) point or if proper documentation is supplied each occurrence will equal (1) point (i.e. Two (2) to four (4) consecutive days' absence with a doctor's statement will equal one (1). For five (5) or more days, leave of absence should be applied for in advance whenever possible). Documentation must be supplied the day the employee returns to work. If documentation is not presented, point will be accumulated for each day's absence. Additional points may be incurred as follows:

- Arriving to work late and otherwise failing to be ready to work at your designed start times equals one-half (1/2) point.
- Leaving work early (after lunch break) equals one-half (1/2) point.
- An employee missing more than four hours per day equals one (1) point.
- An absence which occurs when scheduled to work on Saturday, Sunday or a holiday the occurrence will be doubled.

When an employee has worked forty-five (45) calendar days with perfect attendance one (1) point will be subtracted from any points that have been accumulated.

Approved absences pursuant to the following leave policies are not counted against the employee for purposes of this attendance policy.

- Funeral Leave
- Jury Duty

- Subpoenaed Witness (not as a Defendant or Plaintiff)
- Worker's Compensation
- Military Leave
- FMLA Leaves
- Approved Unpaid Leaves of Absence

When unscheduled absences indicate a potential pattern, management may request further information regarding such absences and may require medical certification for any future occurrence. Excessive absences, falsification of reason for any absence, failure to provide medical documentation when required, or unauthorized time away from the Company during working hours may result in corrective action, up to and including termination. Failure to call in or report to work for two consecutive days or shifts is considered job abandonment.

The Company will comply with applicable laws relating to time off from work, but it is the employee's responsibility to provide sufficient information to enable the Company to determine if any such law(s) applies to the absence. Employees should keep in touch with their supervisor and notify the Company of any change in their status as soon as possible. Individuals with disabilities may be granted reasonable accommodation in complying with these policies if undue hardship does not result to the Company's operations. Regular attendance and promptness are considered part of an employee's essential job functions. Attendance records are examined when an employee is being considered for promotional opportunities.

**KEYSTONE FOODS, LLC****Equity Group – Eufaula Division, LLC**

57 Melvin Clark Road

Bakerhill, AL 36027

(334) 687-7790

FURTHER PROCESSING GMP's

The following GMP's were established to minimize the introduction of bacteria, contaminants, or foreign material into our manufacturing environment and must be adhered to by all employees and non-employees while in production areas including coolers, shipping, and receiving docks.

1. Hairnets will be appropriately worn to cover and contain hair.
2. Beard nets must be worn to cover any facial hair.
3. A clean smock must be obtained daily. Smocks are to be changed during the shift if needed. Smocks must fasten or tie properly to cover street clothes. Smocks may not have sewn on buttons or an external upper pocket.
4. Plastic sleeve covers will be worn to cover any street clothes that extend beyond smock coverage on the arms when handling product.
5. No jewelry is allowed inside the processing area. Any body piercing of the ears, eyebrows, nose, tongue, etc. is considered jewelry and is prohibited. The only exception is a plain wedding band with no stone settings.
6. Wristwatches are not to be worn in the processing area at any time.
7. All clothing worn in the plant must be clean and in good repair. Consideration should be given to loose threads of clothing to prevent foreign-object issues in product.
8. Rubber gloves must be kept clean.
9. Smocks, hairnets, and beard nets must be removed before exiting the facility. The only exception is during an emergency evacuation.
10. All false fingernails and / or fingernail polish must be covered at all times while in the processing areas. All fingernails will be kept cut to a reasonable length.
11. No baseball style caps are to be worn in processing areas to include coolers, shipping and receiving docks.
12. All trash will be disposed of in appropriate receptacles.
13. No food or beverages are allowed in production areas.
14. Use of tobacco, chewing gum, and candy is strictly prohibited in production areas.
15. Spitting is not allowed.
16. No smocks, aprons, sleeve covers, arm guards, or any type of glove are allowed in the restrooms.
17. The carrying of items (e.g. pens, pencils, note pads, etc.) in external upper pockets is not allowed.
18. No glass objects for personal use are allowed beyond the front administrative offices including the break room.



Equity Group – Eufaula Division, LLC

57 Melvin Clark Road
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19. Only approved, plant issued, metal pens are allowed for use in production areas.
20. Before exiting a restroom, all employees are and non-employees must wash their hands with sanitizing soap and water.
21. Upon entering production areas, all employees and non-employees must wash their hands with sanitizing soap and water.
22. Hands must be washed with sanitizing soap and water after handling inedible product, inedible containers, picking up items from the floor, handling pallets or any other unclean surfaces before handling of product or product contact surfaces can take place.
23. Any item that becomes contaminated must be washed before being placed back into use. Processing tools and utensils are, but not limited to the following items: pens, calculators, thermometers, clipboards, pans, edible totes, edible shovels, earplugs, maintenance tools, etc.
24. Only approved footwear shall be worn in the processing areas to include coolers, shipping and receiving docks. Rubber boots are available at the Supply Room, or footwear may be purchased from an outside source as long as the soles are slip resistant. No tennis shoes will be allowed in production areas.

The above GMP's will be strictly enforced anyone failing to comply with them will be subject to disciplinary action up to and including termination.

Approved By:

Effective Date: October 4, 2004

Greg Mills - Operations Manager _____

Butch White -Complex QA Manager _____

Pearl Lovell - 1st Shift Manager _____

Craig Spangler-2nd Shift Manager _____

QUALITY ASSURANCE

Terms

HACCP: Hazard Analysis and Critical Control Point
GMP: General Manufacturing Practices
SSOP: Standard Sanitation Operational Procedure
SOP: Standard Operational Procedure

Seven Principles of HACCP

1. Conduct a hazard analysis – Identify and evaluate all potential biological, chemical, and physical food safety hazards.
2. Identify critical control points – a point, step, or procedure in the production process at which control can be applied to prevent, eliminate, or reduce a food safety hazard to an acceptable level of safety before the product leaves the company.
3. Determine critical limits for each CCP – boundaries of safety for each CCP to control the identified food safety hazard.
4. Develop monitoring procedures – a planned sequence of observations or measurements to make sure CCP is under control.
5. Establish corrective actions – a procedure to be followed when monitoring indicates that there is a deviation from an established limit at a CCP.
6. Perform verification procedures – activities performed to verify that the HACCP plan is adequate to control food safety hazards and that the system is operating as intended.
7. Develop an effective record keeping system – documents that the HACCP system is operating according to the written plan.

Standard Sanitation Operational Procedures (SSOPs)

1. Cleaning of equipment and food work areas.
2. Sanitizing equipment and food work areas.
3. Pest Control
4. Personal hygiene and cleanliness.
5. Wear proper clothing to clean.

Standard Operational Procedures (SOPs)

1. Clean break rooms
2. Clean offices
3. Check garbage containers for cracks or holes.
4. Lining containers with plastic bags.
5. Clean and sanitize garbage containers.
6. Taking out the garbage
7. Washing hands properly.
8. Keeping work area clean.

SAFETY ORIENTATION

**Equity Group Eufaula Division, LLC
Eufaula, AL**

Agenda

- | | |
|--------------------------------|-----------------------------------|
| 1. Safety Policy Statement | 12. Personal Protective Equipment |
| 2. Central Safety Committee | 13. Safety Audit Program |
| 3. Safety Rules & Disciplinary | 14. Proper Lifting |
| 4. Medical Rules | 15. Ergonomics |
| 5. Fire Extinguishers | 16. Ladder Safety |
| 6. Evacuation Procedures | 17. Electrical Safety |
| 7. Hearing Protection | 18. Confined Spaces |
| 8. Lock out – Tag out | 19. Blood Borne Pathogens |
| 9. Emergency Stops – Switches | 20. Forklifts / Pallet Jacks |
| 10. Eye Wash – Shower Stations | 21. Machine Guarding |
| 11. MSDS / Chemical Hazards | 22. Substance Abuse |

**Welcome to Equity Group Eufaula Division,
where SAFETY is number ONE!**

Safety Policy Statement

Safety is the most important task each of us must complete each day. The safety of each individual must be our first priority all day, every day. Each of us has a responsibility to work safely and to help each of our co-workers work safely. The only way to excel in safety is to live minute to minute with safety first in our minds and actions. We should not only feel responsible for safety, we must be accountable for any actions that disregard the safety of our co-workers or ourselves.

Our managers will be accountable for the safety of their people and will be held accountable for the safety performance of the people in their space. The safety of the department is a direct reflection of our commitment to provide the safest conditions and our requirement that each individual be accountable for his/her actions concerning safety. Employees are urged to report any safety condition or idea that will provide a safer and more enjoyable work environment. Every injury or illness shall be reported to your supervisor and the medical services group immediately.

Our success will depend on your contribution to providing and committing your efforts to the safety of everyone affiliated with this operation. Each of us will be accountable for our safety performance individually and collectively.

Randy Cline

General Manager

Central Safety Committee

Equity Group Eufaula Division is dedicated to creating a safe work environment for all employees. Your health and safety, both on and off the job, is very important to us. The Central Safety Committee has been organized to provide direction and leadership on safety issues. The committee is headed by our General Manager and is comprised of 10 different subcommittees. Each subcommittee has a chair and co-chair person and additional members, comprised of both salaried and hourly employees. Each month the Central Safety committee meets, with each subcommittee reporting its activities since the last meeting. The subcommittees are as follows:

- Emergency Response
- Rules, Policies and Procedures
- Safety Audit
- On the Job Safety
- Off the Job Safety
- Ergonomics
- New and Altered Equipment
- Wellness
- Accident Investigation
- Transportation

Support your Central Safety Committee. Suggestions and ideas are encouraged. Let your supervisor or a committee chairperson know if you are interested in serving on a sub-committee.

Summary

- ◆ Protect yourself on and off the job - know the facts
- ◆ Practice good personal hygiene
- ◆ Follow work rules, use gloves and protective clothing
- ◆ Wash your hands often, after work or exposure
- ◆ Keep areas clean - report problems immediately to supervisors

24. Material Safety Data Sheets will be kept current and will be available to all employees in a MSDS manual located in each facility and in the safety manager's office.
25. All visitors and outside contractors will be made aware of and must abide by the facility safety rules, policies and procedures while on the site.
26. Gasoline, chemicals and other combustibles will only be stored and transported in approved and properly marked containers.
27. All drain covers must be in place at all times, except when required for cleaning or repairs and *must be replaced immediately*.
28. Follow ladder safety when using ladders.
29. Know the location of primary and secondary emergency evacuation routes and assembly areas in the event of an emergency.
30. All employees will follow department safety rules, policies and procedures. Failure to follow safety rules will result in disciplinary action up to and including termination.
31. Restrictions on employees wearing contacts. Employees working in Live Hanging, Live Receiving, Sanitation, or the Feedmill may either: wear their contacts with safety goggles or wear their prescription glasses. Contacts without goggles are not allowed in these areas.

First Processing Safety Rules

1. Obey all Personal Protective Equipment requirements.
2. When using knife sharpeners to sharpen knives, always leave them attached to stands.
3. Knives, scissors and all other blades should be kept in approved holders when not in use. Blades should only be carried from one location to another in an approved sharps carrier / container.

Second Processing Safety Rules

1. Only authorized employees are allowed in the knife sharpening room.
2. Knives, scissors and all other blades should be kept in approved holders when not in use. Blades should only be carried from one location to another in approved sharps carrier / container.
3. Obey all Personal Protective Equipment requirements.
4. Ergonomic stands must be stabilized before use and adjusted for proper work height.

Maintenance Safety Rules

1. Bump caps will be worn except while in the break rooms.
2. Obey all Personal Protective Equipment requirements.

3. Always wear clothing suitable for the -60 degree Fahrenheit temperatures in the freezer when repairing it.
4. It is the user's responsibility to inspect and repair electrical cords on powered equipment before use and before return to the tool room.
5. A job is not considered complete until the area is cleaned up and all tools, materials and equipment have been accounted for.
6. Replace all guards on equipment before operating.
7. Remove blades before transporting saws, equipment, or machinery.

Sanitation Safety Rules

1. Obey all Personal Protective Equipment requirements.
2. Always wear rain pant legs outside the boot.
3. Transporting chemicals in open top containers is prohibited.
4. Helmets will be worn at all times while in the processing plant.
5. The uses of acid and chlorine compounds at the same time are prohibited.
6. All chemical containers, cleaning buckets, spray jugs, etc. shall be labeled appropriately.
7. The sanitation employee assigned to the chemical room is the only employee authorized to mix and issue chemicals, and he/she must be trained and certified. The supervisor will verify chemicals issued.
8. Spray jugs will be issued and returned clean to the chemical room on a nightly basis. Return all other cleaning equipment and ladders to the chemical room nightly.
9. Each lead person will complete an equipment checklist prior to pre-op nightly.
10. Avoid spraying high-pressure when others are present in the immediate area. Never point a hose directly at someone or discharge it at close proximity to another individual.

Safety Violation Disciplinary Action

Safety is the most important task each of us must complete each day. When safety rules or policies are violated, appropriate disciplinary action, up to and including termination will take place. Due to the possible consequences of these violations (injury to worker / co-worker) management reserves the right to determine the disciplinary action based on the severity of the infraction. The following list is a set of guidelines for safety violation disciplinary action and is not intended to be an all-inclusive list.

THREE DAY SUSPENSION PENDING INVESTIGATION / FINAL NOTICE

- Failure to report any accident which has resulted in personal injury or property damage.

- **Failure to schedule physicians visits through Medical Services for work-related injury or illness.**
- **Failure to report for follow up as instructed by Medical Services personnel.**
- **Unsafe acts which lead or contribute to injury / illness to the employee or another employee.**
- **Failure to wear or to properly wear required personal protective equipment.**

TERMINATION

- **Lock out –Tag out violation.**
- **Injury to yourself or others when not wearing proper safety equipment.**

Medical Rules

- All injuries must be reported to your manager and First Aid immediately.
- Seek treatment in the First Aid Department.
- Work - related physicians visits must be scheduled through the First Aid department.
- Unauthorized treatment may be your responsibility.
- Post-accident drug and alcohol testing will be conducted. This includes the initial visit for all work related physicians visits for injury or illness.
- Alternate, light, or modified duty available as directed by physician.
- Physician's restrictions must be followed to ensure medical recovery.
- Falsification of medical records, documents, information, or questionnaires may result in disciplinary action up to and including termination.
- All accidents and near misses will be investigated by the Accident Investigation Committee.
- The First Aid department is available to answer workers compensation questions as needed. Additional information about our workers compensation insurance carrier is available in First Aid.

Fire Extinguishers

Type of Fire Extinguishers

- Type A Combustibles, such as wood, papers.
- Type B Flammable Liquids such as gasoline, diesel fuel, grease, etc.
- Type C Electrical Fires
- Type D Combustible Metals, such as magnesium.
- Type K Kitchen fires, grease and oil.

Steps for using a fire extinguisher (PASS)

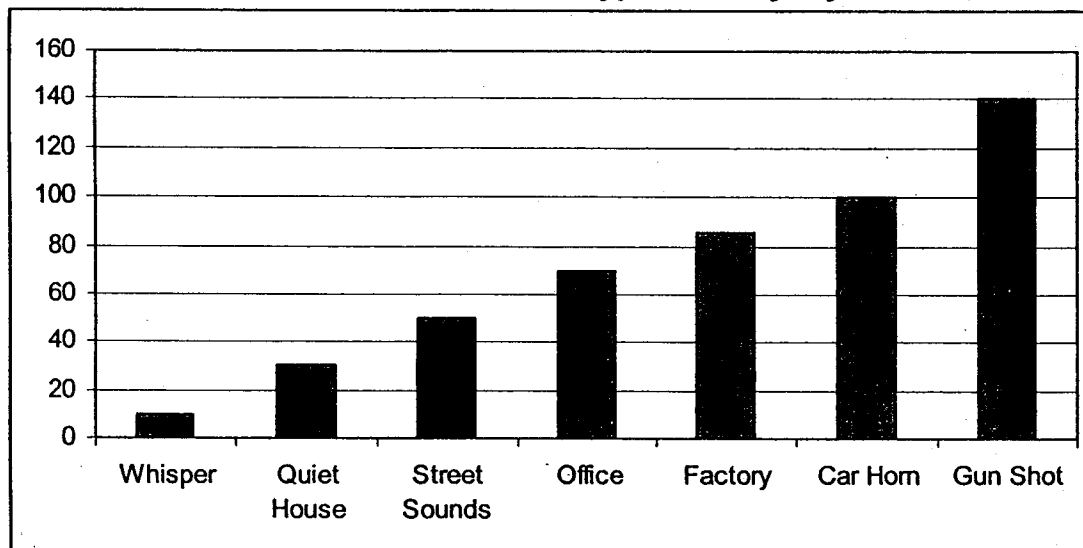
- Remove extinguisher from wall.
- Pull pin.
- Aim wand at the base of the fire.
- Squeeze handle
- Sweep wand while aiming at the base of fire. Start at the lowest point closest to you and work your way up.
- Never start sweeping at the top of a fire; it will blow the fire back on you.

No cure exists for permanent hearing loss caused by noise. Surgery, medical or hearing aids will not help noise induced hearing loss.

Signs of possible Hearing Loss:

1. A noise or ringing in the ears (medical condition called "tinnitus")
2. Difficulty hearing people speak
3. Difficulty hearing certain sounds – like a watch tick.
4. Need to raise TV or radio volume so loud that others complain.

**Noise Can Be Measured by Decibels
Decibel Levels of Typical Everyday Noises**



Prolonged exposure to more than 85dBs can cause hearing damage if proper hearing protection is not used.

A decibel level of 120 decibels or more is considered highly dangerous!

"There Are Legal Limits on Noise in the Workplace!"

OSHA Regulations 29 CFR 1910.95 states:

1. A worker may not be exposed to more than an average of 90 dBs over an 8 hour period.
2. Employees must be included in a hearing conservation program if noise exposure averages 85 dBs or more over an 8 hour period of time (TWA).

It is extremely important that you wear your hearing protection at all times while you are in your work area. No Exceptions!

HOW TO USE PLUGS

Ear plugs must be worn correctly to give you the best protection possible.

1. Your hands and plugs should be clean before you put the plugs in your ears.
2. Put your left arm over your head and with you left hand pull up on your right ear.
3. With your right hand insert plug well into your ear canal.
4. Switch hands and insert the other plug in the same manner.

<p>1st Day</p> <p>It can be hard to wear protectors all the time on the first day – but don't give up. Keep trying!</p>	<p>2nd Day</p> <p>On the second day, you double the wearing time. If you are trying earplugs, it's only natural if they seem to fit badly the first few days. With earmuffs it is usually the head pressure that is uncomfortable during the first few days.</p>	<p>3rd Day</p> <p>It sounds strange when you talk. This is because the sound comes from inside you to the hearing organ instead of through the air. Try to use the protector the whole day.</p>
<p>4th Day</p> <p>You might think it is hard to hear the sounds you want to hear – for instance, conversation, but in fact, hearing protectors muffle noise much better than speech at normal distances.</p>	<p>5th Day</p> <p>Everything has its disadvantages. Hearing protectors cut down ventilation to the contact areas and consequently feel a bit hot. The first five days are the worst.</p>	<p>6th</p> <p>Try listening for a moment today to the noise without your hearing protectors. How good it feels to place them in again!</p>
<p>7th Day</p> <p>For many the seventh day is the crunch. It is tempting to give up or give it a rest. Your will-power is put to the test, but it is important that you continue.</p>	<p>8th Day</p> <p>Many find the eighth day something of a release. The discomfort gets less and the idea of stopping the noise from getting to our ears takes over.</p>	<p>9th Day</p> <p>After nine days of using hearing protectors continuously during working hours, most people will have become used to them and will continue to use them. Something for which they will be thankful in years to come.</p>

Lockout – Tagout Awareness Level (Affected Employees)

The purpose of the lockout-tagout standard is to prevent the accidental or unexpected energization, start-up or release of stored energy in order to prevent injury to employees. Each year numerous people are injured, permanently disabled or killed while working on improperly locked and tagged equipment. These injuries could be prevented by following proper Lockout – Tagout procedures (LOTO).

Affected Employees: An employee whose job requires him/her to operate or use a machine or equipment on which servicing or maintenance is being performed under LOTO, or whose job requires him/her to work in an area in which such servicing or maintenance is being performed.

Authorized Employees: A person who locks or implements a tagout system procedure on machines or equipment to perform the servicing, sanitation, or maintenance on the machine or equipment.

General LOTO Procedures

The key point of lockout-tagout procedures is to shut down completely machinery and electrical equipment before repair, maintenance, and cleaning. There are detailed procedures for shutting down each piece of equipment. The first step of LOTO procedures is to notify the affected employee.

LOTO procedures are based on the following steps:

- Prior to shutting down, the authorized employee must know the type and magnitude of energy, the hazards of the energy to be controlled, and the method or means to control the energy. The authorized employee must notify all affected employees of the LOTO.
- The authorized employee shuts down the machine or equipment by the normal stopping procedure (pressing the stop button, moving the switch to the "off" position, etc.)
- The main power switches, circuits, or other sources of energy are moved to the "off" position or otherwise rendered inoperative.
- Locks and tags are placed on switches or other energy sources in the safe or off position.
- Test effectiveness of LOTO. All potentially hazardous stored or residual energy sources (springs, water pressure, hydraulic pressure, gravity, air pressure, etc.) are relieved and or disconnected. After ensuring that no employees are exposed, and as a check on having disconnected the energy sources, the authorized employee operates the push button or other normal operating controls to make certain the equipment will not operate. Caution: Return the operating control to the neutral or off position after the test.

General LOTO Rules

- Never place any part of your body in moving equipment without following LOTO.
- Do not attempt to start equipment that is locked and tagged out.
- Do Not remove locks or tags placed on machinery by authorized employees.

- Do not use locks and tags designated for LOTO for personal use or any use other than LOTO.
- Do not attempt to lockout-tagout equipment without attending the authorized employee training.
- Notify management or the safety office of LOTO violations.
- Failure to follow Lockout-Tagout rules will result in disciplinary action up to and including termination.
- **This training material does not authorize employees to lock and tag equipment. Additional authorized training and evaluation is required before an employee is considered authorized.**

Emergency Stops

Emergency Stops (E-stops) are located throughout the facility and are used to stop machinery or lines in the event of an emergency. Familiarize yourself with the location of E-Stops in your new job. Any time you move to a new job or location, always know where the E-Stops are located.

Eye Wash – Shower Stations

Eye wash and shower stations are located throughout the facility and are there in the event of any emergency which may require immediate flushing of your eyes, body, or clothing. Familiarize yourself with the locations of these stations. Do not block eye stations.

MSDS / Chemical Hazards in the workplace.

Hazard Communication is a process of educating employees on the hazards associated with chemicals in the workplace. 29 CFR 1910.1200 defines the Hazard Communication Standard and the steps employers must take to educate employees on the hazards of chemicals in the workplace. Chemicals are considered hazardous if they pose either a physical or health hazard to workers exposed to them. A copy of this standard and the written Hazard Communication Program is located in the Safety Office.

Labels

- ◆ Indicate who manufactured the chemical (name, address, and phone number).
- ◆ Indicate a signal word (danger, warning, and caution) that indicates the danger level of the chemical.
- ◆ Indicates physical hazards like flammable, explosive, or corrosive.
- ◆ Labels will not be defaced or removed from incoming containers. Notify your supervisor if you discover a missing or defaced label.

Site Specific Chemical Information

This facility uses ammonia and carbon dioxide, and it falls under OSHA's Process Safety Management standard. A copy of this standard is located in the safety office along with our Process Safety Management (PSM) written program.

- ◆ **Anhydrous Ammonia:** This chemical is used as a refrigerant. It is a colorless gas with a pungent, suffocating odor. This chemical is an irritant and corrosive to the skin, eyes, respiratory tract and mucous membranes. It may cause severe, frostbite-like burns. In case of contact with skin or eyes, flush continuously with water for fifteen (15) minutes and seek first aid. Remove contaminated clothing. Do not apply ointments to skin burns. If inhaled, respiratory support may be needed. If ammonia odor is detected, notify your manager. Evacuate the area if necessary.
- ◆ **CO2 (Carbon Dioxide):** Colorless to faint-yellow liquid with a sweet ether-like odor. This facility uses both liquid and pellet form (dry ice). Do not handle CO2 without scoops and proper PPE. Handling CO2 pellets without using a scoop and proper PPE's could cause frostbite-like symptoms or burns. A low-lying fog can accompany the presence of CO2 concentrations. Low concentration inhalation may cause increased respiration or headaches. Higher concentration inhalation may cause nausea or vomiting. If CO2 is inhaled seek fresh air and report to first aid. Direct contact with CO2 may cause frostbite or burns.

Personal Protective Equipment (PPE)

Personal Protective Equipment is any piece of equipment, article of clothing, or items deemed necessary for the health and safety of employees, prevention of injuries, loss of life or limb, or disease while employees perform their daily job assignments as prescribed.

General PPE Information

- Inspect PPE daily for defects. Report damaged PPE to your supervisor. Turn in damaged PPE to your supervisor.
- Keep PPE clean and sanitary.
- If you are unsure about the proper PPE or the proper use of PPE, ask your supervisor or the safety office.
- Do not loan your PPE to other employees.
- Do not use PPE for any purpose other than its intended purpose.
- Dispose of PPE properly. Do not throw earplugs on the ground.
- Wash hands before inserting earplugs.
- Any PPE other than that issued by Equity Group Eufaula Division must be approved through the safety office.

Safety Audit Program

The Safety Audit is a valuable tool for creating a safe work environment. Safety audits are conducted to identify and correct unsafe acts and conditions in the workplace. The information gathered from these audits is compiled by members of the Safety Audit Subcommittee which reports this information to the Central Safety Committee. Interviews are an important part of the safety audit. Answer honestly and to the best of your knowledge if you are interviewed during an audit. Safety audits, when conducted properly, decrease accidents and injuries in the workplace.

Ergonomics / Proper Lifting

Q: What is ergonomics?

A: Ergonomics is fitting the job to the worker.

Q: What is work?

A: Work = Force x Distance. Any time you exert force through a distance, you have performed work!

Ergonomics

- ❖ One goal of ergonomics is to postpone fatigue. Work or play, if performed over a long enough period of time, will cause fatigue. By knowing the body postures and positions that cause fatigue, we can minimize or postpone its effects. Also, by understanding ergonomically incorrect body positions, we can greatly decrease cumulative trauma disorders.

Ergonomic Principles

- ❖ Hands should be no more than 2" above or below the navel. This is considered the neutral position of the body.
- ❖ Elbows should hang loosely by the side. Arms should be at a 45-degree angle to the upper body.
- ❖ An extended reach creates greater force on the back. The reach should be no more 16" from the spinal cord.
- ❖ Your work should be towards you and at a 45-degree angle. It places greater stress upon your back muscles, arms and hands if you work away from your body.
- ❖ Keep your wrist straight while working. Bending the wrist at odd angles could cause irritation of the medial nerve.
- ❖ Avoid twisting the neck and lower back. Work only in a 60-degree arc in front of you.
- ❖ Your workstation must provide proper support. Ergonomic stands allow for less stress and force to be placed on the feet and legs, reducing the onset of fatigue.
- ❖ Be aware of your surroundings. Note any objects that could cause injury to the soft tissues of your body. Keep your workplace clean.
- ❖ Keep stress on the back as low as possible. Avoid twisting while lifting. Do not bend with your back. Lift with your legs, using the larger muscles.
- ❖ Keep the joints of the body working at the best angle to exert the necessary force. Remember, optimum angle for optimum force. When the tendons of a muscle pass over a joint, the muscle cannot fully contract. When a joint such as the wrist is fully flexed, the hand cannot fully grip because the muscles cannot move freely.
- ❖ Avoid improperly fitting gloves. Gloves that do not fit correctly can impede circulation and decrease the sense of touch.
- ❖ Cold temperatures can reduce the function of the nerves and muscles. In cold temperatures, the fibers of the muscles do not work smoothly, which increases the risk of tearing fibers.
- ❖ Take mini breaks during work. It is helpful to pause frequently to flex and stretch. This will improve flexibility and increase blood-flow.
- ❖ Avoid gripping knives or scissors tightly. This can decrease blood-flow.
- ❖ When possible, use as much of the hand as possible to grip. If you can use five fingers instead of two to grip an object, you have spread the force exerted over a wider area.

Report all injuries, illnesses, or pain to your supervisor and medical services. Address all ergonomic issues with your manager. Equity Group Eufaula Division is committed to providing a safe and healthy working environment for all employees.

Ladder Safety

General Ladder Rules

Inspect ladders before each use. Take defective ladders out of service immediately. You want to be sure that:

- No steps or rungs are missing.
- Support braces, bolts, and screws are in place and tight.
- Steps, rungs, and siderails are in good condition.
- No splinters or sharp edges are present.
- Nothing slippery is on steps or rungs.

Setup

- Place the ladder on a firm, level surface.
- Position the ladder so feet are parallel to the surface that the ladder rests against.
- Position the ladder at the proper angle. The simple rule suggested by OSHA is to place the base of the ladder "a distance from the vertical wall equal to one-fourth the working length of the ladder."
- Make sure there is clear access at ladder top and bottom.
- Secure the bottom firmly, or have someone hold it.
- Do not place a ladder in front of a door unless the door is blocked, locked, or guarded.
- Do not rest a ladder on a window or window sash.
- Position an extension ladder before extending it.

On the Ladder

- Only one person should be on a ladder at a time.
- Do not climb a ladder if you have a tendency to faint or become dizzy.
- Face the ladder when climbing up or down.
- Hold side rails with both hands while climbing, one hand while working.
- Wear shoes with clean, non-skid surfaces.
- Do not use the top two steps on a **stepladder**.
- Do not carry tools while climbing; use a rope, belt, pocket, etc.
- Do not lean to the side while working on a ladder.
- Do not move a ladder while you are on it.
- Move slowly and carefully while on a ladder.
- Never have one foot on a ladder and the other on a piece of equipment.
- Do not use a ladder as a brace, skid, gangway, or any reason other than its intended purpose.
- For work on or near exposed energized parts, portable ladders shall have nonconductive side rails.

Electrical Safety

Electrical Hazards are a major cause of on the job injuries and accidents. Safety requires understanding how electricity works and when it's hazardous.

Electrical current travels through insulated conductors.

Conductors are the wires and cables that carry electricity from the power plant.

Conductors are wrapped in *insulators* / electricity-resistant materials like rubber, plastic, and glass that keep the electric current on its path and prevent accidents. *Don't use anything electrical that has missing or frayed cord or wire insulation.*

Grounding connects electrical equipment to earth.

Grounding keeps the power on a low-resistance path and helps protect against shock.

- ❖ Most electrical equipment is grounded with metal frames and covers and / or 3-pronged plugs.
- ❖ In outdoor or wet areas, special electric outlets called *ground fault circuit interrupters* (GFCI's) provide added protection.

Un-insulated or ungrounded electrical equipment can cause shock.

Inspect electrical equipment before use to be sure insulation is in good condition.

Check that plugs have a good, tight connection. Shock occurs when you touch the ground plus a live wire or poorly insulated tool or machine at the same time. When electric current goes through your body, it causes shock and may result in:

- Pain or loss of muscle control that can lead to falls or contact with powered equipment.
- Nerve, muscle, or tissue damage.
- Internal bleeding.
- Cardiac arrest or death.

The longer your contact with live power, the greater the shock (especially if the current enters your body near your heart). Water, even moisture in the air, can turn you, your equipment, or even wooden items into conductors.

Metal is a conductor; don't wear metal jewelry when working with electricity.

Electricity can burn your body.

- ❖ Contact with electrical arcs, flashes and fires, or overheated electrical wires or equipment can burn the skin.
- ❖ Electric current that enters your body can also burn body tissue.

Electricity can cause fire and explosion.

Overheated currents or electrical contact with flammable liquids, or vapors, or combustible dust can cause fires or explosions. Dispose promptly of oily rags, paper, sawdust, etc. Do not let them contact electric lights or equipment.

Check equipment to prevent accidents and injuries.

- ❖ Be sure cords have good insulation and have coding that shows they are adequate for the voltage, wire size, and conditions.
- ❖ Don't bend 3-pronged plugs or try to force them into 2-pronged outlets.

- ❖ When working around flammable materials, use only tools designed for such use.
- ❖ If an electrical tool shocks, smokes, smells, or sparks, turn it off. Do not use it.

Know and follow electrical safety precautions

Do not work on or with live power unless you are trained as a qualified worker. OSHA defines qualified workers as those trained to identify exposed live parts and their voltage and know the safety procedures to use with them.

- Be sure electrical equipment is properly locked and tagged out before testing, repair, or maintenance is performed.
- Obey warning signs and locks; **KEEP OUT UNLESS AUTHORIZED!**
- Don't use cords to raise or lower equipment. Inspect cords; do not use frayed cords.
- Don't reach blindly into a space that may contain energized equipment.
- Do not place objects (tape, clothing, etc.) on top of electrical boxes. Do not block electrical boxes.

Conclusion

Be aware of electrical hazards!

Electrical shock can be deadly. Take precautions to keep power on its proper path and keep yourself from becoming an electrical conductor.

- Warning: Electricity Can
 - ◆ Burn Skin
 - ◆ Burn Body Tissue
 - ◆ Cause Fires or Explosions

Confined Spaces

This training is designed to give the employee information at the awareness level about the hazards and dangers of confined spaces. It is not intended to satisfy OSHA's requirements for confined space entry.

General: OSHA defines a confined space as follows:

- It is large enough and so configured that an employee can bodily enter and perform assigned work.
- Has limited or restricted means for entry or exit.
- It is not designed for continuous employee occupancy.
- Examples of confined spaces would be tanks, vessels, silos, storage bins, hoppers, vaults, and pits (confined spaces at this facility are clearly marked).

General Hazards of Confined Spaces

OSHA separates confined spaces into two categories, permit-required and non-permit confined spaces. This training will deal mainly with the hazards of permit-required confined spaces. The following is a list of hazards associated with permit-required confined spaces:

- Hazardous atmospheres, which could be caused by:
 - Flammable gas, vapor, or mist levels.
 - Airborne combustible dust.
 - Oxygen deficient or enriched atmospheres. Too little oxygen and breathing problems could lead to unconsciousness or even death. Too much oxygen and the potential for explosions and fires increase.
 - Potential for engulfment (liquid, solid, or gas) that could immerse, bury, or smother an individual.
- Additional hazards associated with confined spaces includes:
 - Combustibility: If something can burn or explode, it is more likely to do so (and faster) in a confined space.
 - Falls: Falling in a confined space could lead to entrapment, asphyxiation, or contact with moving equipment. An entrapping design such as walls that converge inward or a floor that slopes and tapers down; in a space such as this, a slip or fall could be disastrous.
 - Heat: Heat can build up quickly in a confined space.
 - Noise: Sounds reverberate in a confined space. This could lead to failure to hear important instructions or warnings.
 - Moving equipment: such as augers or conveyors, pulleys, belts, chains, sprockets, or machinery.

Important Information About Confined Spaces

Now that we have identified and explained a confined space and the hazards associated with them, take a minute to think about confined spaces away from work and how these hazards could apply to places that your children may decide to play. One of the problems with the hazards associated with confined spaces is that we cannot always readily see them. In order to determine problems associated with atmospheric hazards, readings and sampling must be performed. Sewers could potentially contain

methane, hydrogen sulfide, or oxygen deficient / enriched atmospheres. Sewers could also cause an engulfment (flowing water) hazard.

Remember

- Our policy is that only authorized and trained employees enter confined spaces.
- Confined spaces are clearly marked at this facility.
- Hazards are not always readily apparent in a confined space.
- Never attempt to rescue a person in a confined space. Call for help! Ask questions.

Blood Borne Pathogens

Blood borne pathogens are pathogenic microorganisms that are present in human blood that may cause disease or death.

Examples of Blood borne Pathogens

- HIV: Human Immunodeficiency Virus – Causes AIDS, attacks the body's immune system, reducing its ability to fight disease.
- HBV: Hepatitis B Virus – Infects the liver; It is more common than HIV and is a greater risk on the job. Many HBV infected people have no problems or symptoms. Some, however, develop serious or fatal problems such as cirrhosis, liver cancer, or chronic liver disease.

Protection

- Avoid direct exposure to infectious blood or bodily fluids.
- Avoid participating in any high- risk activity such as: unprotected sexual contact, sharing of IV drug needles, exchange of body fluids.
- Wash hands immediately after exposure to potentially infectious materials.

Important Reminders

- Know what the biohazard warning looks like. Only biohazard containers can be used to collect, handle, store, or transport blood or other potentially infectious materials.
- Our exposure control plan is located in medical services.
- Utilize universal precautions; treat all blood and bodily fluids as infectious.
- Sharps containers are located in medical services.
- Clean up of potentially infectious blood or bodily fluids is to be performed by those that have been trained.
- Notify your supervisor immediately in the event of a poke, stab, nosebleed, or laceration. Report to medical services for treatment.
- Let trained personnel administer first aid treatment to injured persons and clean up any potentially hazardous material. Avoid blood or bodily fluids in the event of an accident.

Forklifts / Pallet Jacks (Powered Industrial Trucks)

Only authorized employees are permitted to operate forklifts or pallet jacks. Do not operate a forklift or pallet jack without the proper training and evaluation. While pedestrians do have the right of way, it is important to be aware of forklift and pallet jacks operating in your area. Listen and watch. Be alert.

Machine Guarding

When people interact with machines, lots of things happen. Wheels turn. Engines hum. Stock gets cut, punched or molded. Finished pieces are ejected. Work gets done.

Other things happen, too. Because machines or various parts of them move, fingers, hair, jewelry, or loose clothing can get caught in the machinery. Sparks or fragments of material can fly and hurt anyone in their path. Many injuries each year involve machinery. This is where machine guarding enters the picture. Machine guards are barriers or enclosures that keep hands and fingers away from the point of operation.

DO NOT PLACE ANY PART OF YOUR BODY IN MOVING EQUIPMENT!!!

Machine guarding is required at:

- ❖ Point of operation: where the machine performs work on the material being processed.
- ❖ Ingoing nip points: where moving parts contact or come close to other moving parts.
- ❖ Rotating parts: rollers, grinding wheels, or circular blades.
- ❖ Blades: saw blades or other cutting parts.
- ❖ Pinch points

Machine guards block body contact:

Machine guards are barriers or enclosures that keep hands and fingers away from the point of operation. Guards may be:

- ❖ Fixed in place
- ❖ Adjustable
- ❖ Interlocking

Some machines use other safety features to prevent injuries, such as:

- ❖ Restraints, as well as two-hand controls / pull back devices that force hands away from danger points.

- ❖ Pressure-sensing devices that shut the machine down when a body part comes dangerously close.
- ❖ Controls that allow operators to turn off machine power from a safe distance.

Never

- ❖ Remove, disable, or reach through or around a guard.
- ❖ Do not use a machine with a missing or disabled guard.
- ❖ **Do not place your hands or any part of your body in moving equipment.**

General

- ❖ Know how to operate machinery safely.
- ❖ Check for guards before starting work.
- ❖ Do not wear jewelry in the processing areas; this is also a GMP violation.
- ❖ Follow all operating steps, do not take shortcuts.
- ❖ Do not attempt to repair or work on equipment without authorized lockout – tagout training.
- ❖ Pay attention to signs on machinery.

Drug and Alcohol Policy

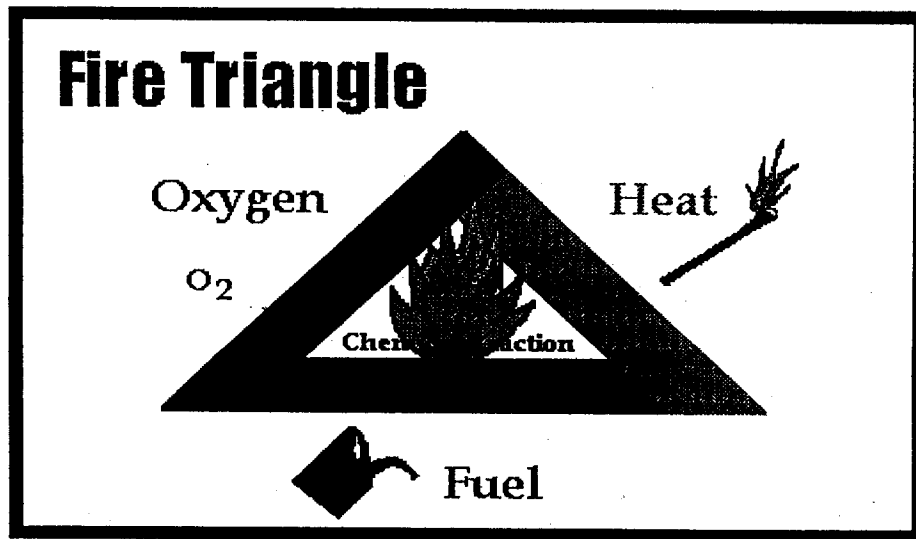
Equity Group Eufaula Division is committed to providing a workplace free from drugs and alcohol. The use, or being under the influence of, distribution, sale, or possession of any drug, controlled substance, or alcohol on company property or in a company vehicle is prohibited and may lead to disciplinary action up to and including termination. Any employee taking prescribed medication that may impair their ability to safely perform his or her job must report to medical services. Although we do not prohibit the proper use of medication prescribed by a physician, we do prohibit the abuse or misuse of such substances. It is a violation of this company's drug and alcohol policy to take prescription medication prescribed to other persons. Equity Group Eufaula Division conducts pre-employment, post-accident, reasonable suspicion, and random drug testing. Equity Group Eufaula Division reserves the right to search any person or vehicle while on company property or any company vehicle, on or off company property. Failure to comply with any portion of these, or other rules relating to Equity Group Eufaula Division's drug and alcohol policy may result in disciplinary action up to and including termination.

FIRE EXTINGUISHER TRAINING

In order to understand how fire extinguishers work, you first need to know a little bit about fire.

Four things must be present at the same time in order to produce fire:

1. Enough **oxygen** to sustain combustion,
2. Enough **heat** to raise the material to its ignition temperature,
3. Some sort of **fuel** or combustible material, and
4. The **chemical, exothermic reaction** that is fire.

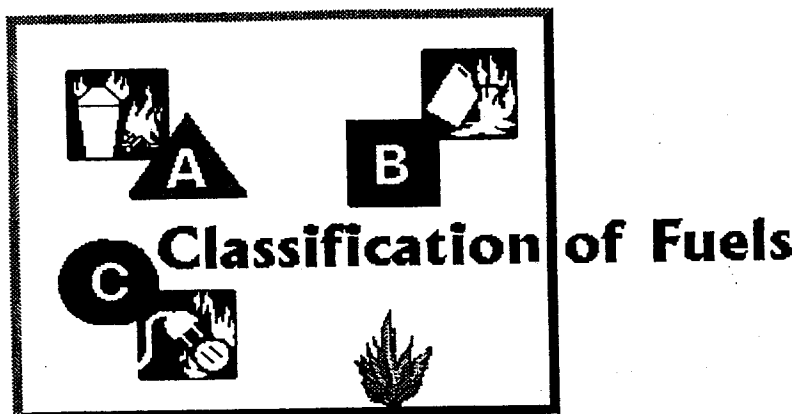


Oxygen, heat, and fuel are frequently referred to as the "fire triangle." Add in the fourth element, the chemical reaction, and you actually have a fire

tetrahedron. The important thing to remember is: take any of these four things away, and you will not have a fire or the fire will be extinguished.

Essentially, fire extinguishers put out fire by taking away one or more elements of the fire triangle/tetrahedron.

Fire safety, at its most basic, is based upon the principle of keeping fuel sources and ignition sources separate.



Not all fires are the same, and they are classified according to the type of fuel that is burning. If you use the wrong type of fire extinguisher on the wrong class of fire, you can, in fact, make matters worse. It is therefore very important to understand the four different fire classifications



Class A - Wood, paper, cloth, trash, plastics

Solid combustible materials that are not metals. (Class A fires generally leave an Ash.)



Class B - Flammable liquids: gasoline, oil, grease, acetone

Any non-metal in a liquid state, on fire. This classification also includes flammable gases. (Class B fires generally involve materials that Boil or Bubble.)



Class C - Electrical: energized electrical equipment

As long as it's "plugged in," it would be considered a class C fire. (Class C fires generally deal with electrical Current.)

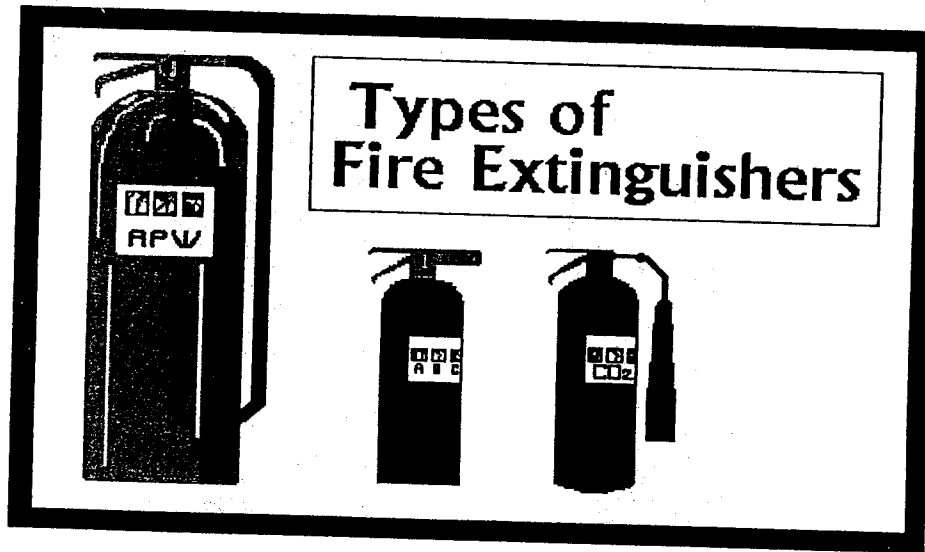


Class D - Metals: potassium, sodium, aluminum, magnesium

Unless you work in a laboratory or in an industry that uses these materials, it is unlikely you'll have to deal with a Class D fire. It takes special extinguishing agents (Metal-X, foam) to fight such a fire.

Most fire extinguishers will have a pictograph label telling you which classifications of fire the extinguisher is designed to fight. For example, a simple water extinguisher might have a label like the one below, indicating that it should only be used on Class A fires





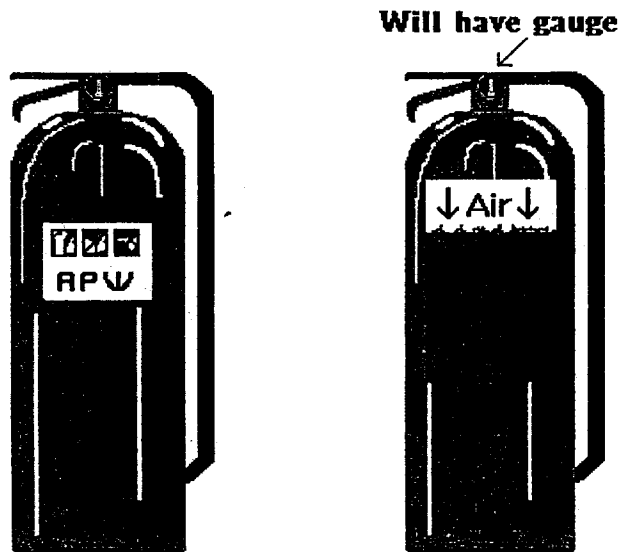
Different types of fire extinguishers are designed to fight different classes of fire. The three most common types of fire extinguishers are:

Water (APW)

Carbon Dioxide (CO2)

Dry Chemical (ABC,BC,DC)

AIR - PRESSURIZED WATER EXTINGUISHER



APW stands for "air-pressurized water." APWs are large, silver extinguishers that are filled about two-thirds of the way with ordinary tap water, then pressurized with normal air. In essence, an APW is just a giant squirt gun.

APWs stand about 2 feet tall and weigh approximately 25 pounds when full.

Water (APW) Extinguishers

APWs are designed for Class A (wood, paper, cloth) fires only.



Never use water to extinguish flammable liquid fires. Water is extremely ineffective at extinguishing this type of fire, and you may, in fact, spread the fire if you try to use water on it.

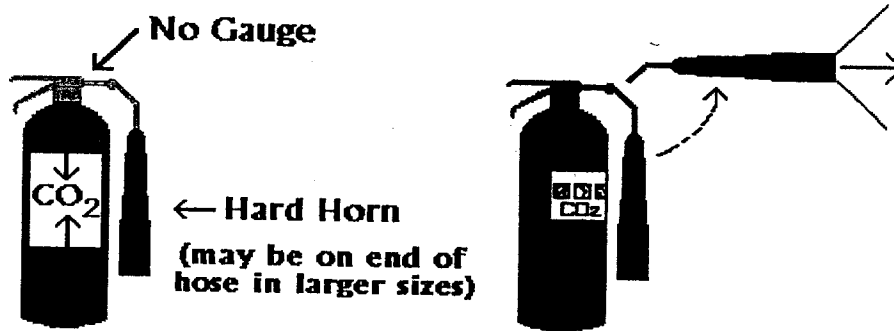
Never use water to extinguish an electrical fire. Water is a good conductor, and there is some concern for electrocution if you were to use water to extinguish an electrical fire. Electrical equipment must be unplugged and/or de-energized before using a water extinguisher on it.

APWs extinguish fire by taking away the "heat" element of the fire triangle.

APWs will be found in older buildings, particularly in public hallways, as well as in Residence Halls. They will also be found in computer laboratories. It is important to remember, however, that computer equipment must be disconnected from electrical source before using a water extinguisher on it.

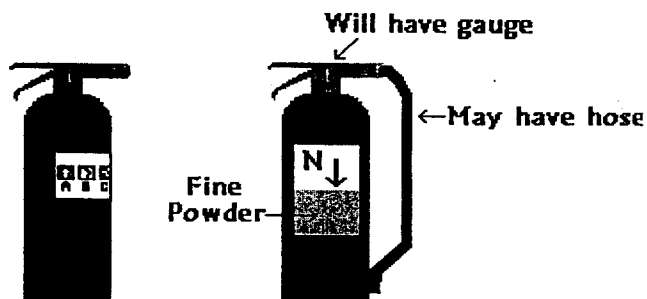
CARBON DIOXIDE EXTINGUISHER

Carbon Dioxide Extinguisher



Carbon Dioxide is a non-flammable gas that extinguishes fire by displacing oxygen, or taking away the oxygen element of the fire triangle. The carbon dioxide is also very cold as it comes out of the extinguisher, so it cools the fuel as well. CO₂s may be ineffective at extinguishing Class A fires because they may not be able to displace enough oxygen to successfully put the fire out. Class A materials may also smolder and re-ignite.

CO₂s will frequently be found in laboratories, mechanical rooms, kitchens, and flammable liquid storage areas.

DRY CHEMICAL EXTINGUISHER**Dry Chemical Extinguisher
(ABC)****Dry Chemical Extinguishers**

Dry Chemical Extinguishers come in a variety of types. You may see them labeled:

"DC" short for "dry chem"

"ABC" indicating that they are designed to extinguish class A,B,and C fires, or

"BC" indicating that they are designed to extinguish class B and C fires.

"ABC" fire extinguishers are filled with a fine yellow powder. The greatest portion of this powder is composed of monoammonium phosphate. Nitrogen is used to pressurize the extinguishers.

ABC extinguishers are red and range in size from 5 lbs to 20 lbs on campus.

It is extremely important to identify which types of dry chemical extinguishers are located in your area.

Read the labels and know their locations! You don't want to mistakenly use a "BC" extinguisher on a Class A fire, thinking that it was an "ABC" extinguisher.



An "ABC" extinguisher will have a label like this, indicating that it may be used on class A, B and C fires.

Dry chemical extinguishers put out fire by coating the fuel with a thin layer of dust, separating the fuel from the oxygen in the air. The powder also works to interrupt the chemical reaction of fire, so these extinguishers are extremely effective at putting out fire.

These extinguishers will be found in a variety of locations. New buildings will have them located in public hallways. They may also be found in laboratories, mechanical rooms, break rooms, chemical storage areas, offices, university vehicles, etc. Dry chemical extinguishers with powder designed for Class B and C fires may be located in places such as commercial kitchens or areas with flammable liquids.

Rules for Fighting Fires

Fires can be very dangerous and you should always be certain that you will not endanger yourself or others when attempting to put out a fire. For this reason, when a fire is discovered:

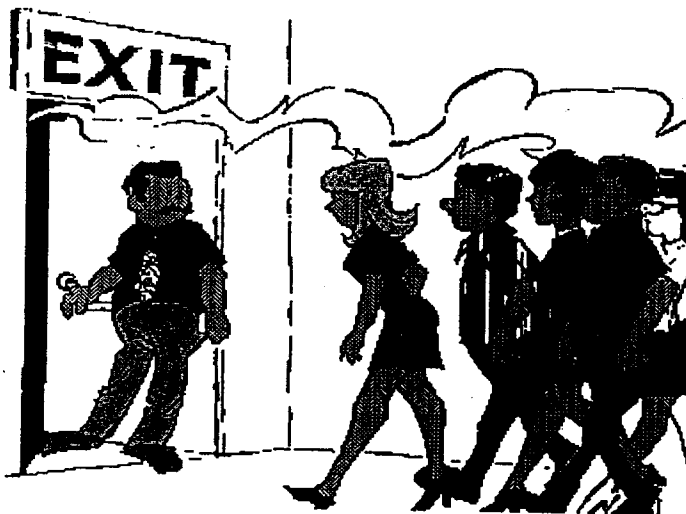
Assist any person in immediate danger to safety, if it can be accomplished without risk to yourself.

Activate the building fire alarm system or notify the fire department by dialing 911 (or designating someone else to notify them for you). When you activate the building fire alarm system, it will automatically notify the fire department and get help on the way. It will also sound the building alarms to notify other occupants, and it will shut down the air handling units to prevent the spread of smoke throughout the building.

Only after having done these two things, if the fire is small, you may attempt to use an extinguisher to put it out.

However, before deciding to fight the fire, keep these rules in mind:

- **Know what is burning.** If you don't know what is burning, you don't know what type of extinguisher to use. Even if you have an ABC extinguisher, there may be something in the fire that is going to explode or produce highly toxic smoke. Chances are, you will know what's burning, or at least have a pretty good idea, but if you don't, let the fire department handle it.
- **The fire is spreading rapidly beyond the spot where it started.** The time to use an extinguisher is in the incipient, or beginning, stages of a fire. If the fire is already spreading quickly, it is best to simply evacuate the building, closing doors and windows behind you as you leave.



Do Not Fight the Fire If:

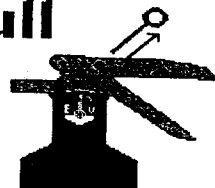
- **You don't have adequate or appropriate equipment.** If you don't have the correct type or large enough extinguisher, it is best not to try to fight the fire.
 - **You might inhale toxic smoke.** If the fire is producing large amounts of smoke that you would have to breathe in order to fight it, it is best not to try. Any sort of combustion will produce some amount of carbon monoxide, but when synthetic materials such as the nylon in carpeting or foam padding in a sofa burn, they can produce highly toxic gases such as hydrogen cyanide, acrolein, and ammonia in addition to carbon monoxide. These gases can be fatal in very small amounts.
 - **Your instincts tell you not to.** If you are uncomfortable with the situation for any reason, just let the fire department do their job.
- The final rule is to always position yourself with an exit or means of escape at your back before you attempt to use an extinguisher to put out a fire.** In case the extinguisher malfunctions, or something unexpected happens, you need to be able to get out quickly, and you don't want to become trapped. Just remember, always keep an exit at your back.

How to Use a Fire Extinguisher



It's easy to remember how to use a fire extinguisher if you can remember the acronym **PASS**, which stands for **Pull**, **Aim**, **Squeeze**, and **Sweep**.

Pull



the pin

Pull the pin.

This will allow you to discharge the extinguisher.



Aim at the base of the fire.

If you aim at the flames (which is frequently the temptation), the extinguishing agent will fly right through and do no good. You want to hit the fuel.

Squeeze



the handle

Squeeze the top handle or lever.
This depresses a button that releases the pressurized extinguishing agent in the extinguisher.

Sweep



side to side

Sweep from side to side

until the fire is completely out. Start using the extinguisher from a safe distance away, then move forward. Once the fire is out, keep an eye on the area in case it re-ignites.

Fire Extinguisher Quiz



First Name:

Last Name:

Dept./Class:

1 An example of two "Class B" fuels would be:

- ☐ Cardboard, newspapers
- ☐ Lamp, hot plate
- ☐ Grease, paint thinner

2 An APW (water extinguisher) is safe to use on an electrical fire.

- ☐ TRUE
- ☐ FALSE

3 Carbon Dioxide extinguishers are designed for which types fuels?

- ☐ Class B and C
- ☐ Class A, B, and C
- ☐ Class A and C
- ☐ Class A and B

4 Which type of extinguisher has a hard horn on the end of a flexible hose or metal arm?

- ☐ APW (Air Pressurized Water)
- ☐ CO2 (Carbon Dioxide)
- ☐ ABC (Dry Chemical)

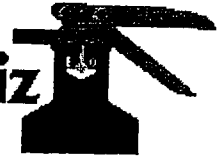
5 As a general rule, you should not attempt to fight a fire if it is spreading rapidly.

- ☐ TRUE
- ☐ FALSE

6 ABC fire extinguishers extinguish fire by cooling it down.

- ☐ TRUE
- ☐ FALSE

Fire Extinguisher Quiz



7 Water will not extinguish most flammable liquid fires.

☐ TRUE

☐ FALSE

8 You should always keep an exit or means of escape at your back when trying to fight a fire.

☐ TRUE

☐ FALSE

9 The three elements of the fire triangle are:

☐ Water, a heat source, and fuel

☐ Oxygen, water, and fuel

☐ Oxygen, fuel, and a heat source

☐ Fuel, oxygen, and earth

10 Do you know where the nearest fire extinguisher is in your work area?

☐ Yes

☐ No

Hazardous Communications, Hazardous Materials, & Personal Protection Equipment

- Importance of Hazard Communications (HAZCOM) awareness
- Locations of HAZCOM materials
- General understanding of HAZCOM materials (simple "filter-through of implemented process)
- Importance of personal protective equipment (PPE)
- Limitations of required PPE
- Donning and appropriate use of PPE
- Demonstration of donning and appropriate use of require PPE
- Use of cutting utensils and what to do in the event of an emergency or power outage
- Climate awareness throughout the facility



Equity Group Eufaula Division • 57 Melvin Clark I
Eufaula, AL 36027 • (334) 687-7790 • Fax (334) 687-

MEDICAL CLINIC SERVICES

PROVIDES

- (A) Physical and Drug screens prior to hire.
- (B) Treatment and follow-up visits after any on the job injuries while working with this company.
- (C) Work-related Physicians visits must be scheduled through the Medical Clinic.
- (D) Unauthorized Physician treatment may be your responsibility.
- (E) **ALL INJURIES MUST BE REPORTED TO YOUR MANAGER/
SUPERVISOR AND MEDICAL SERVICES IMMEDIATELY.**

Any further questions concerning medical services can be answered through the medical department.



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BLOOD BORNE PATHOGENS

Blood borne pathogens are pathogenic microorganisms that are present in human blood that may cause disease or death.

Examples of Blood borne Pathogens

- HIV - Human Immunodeficiency virus - Causes AIDS, attacks the body's immune system, reducing its ability to fight disease.
- HBV: Hepatitis B Virus - Infects the liver; it's more common than HIV and is a greater risk on the job. Many HBV infected people have no problems or symptoms. Some, however, develop serious or fatal problems such as cirrhosis, liver cancer, or chronic liver disease.

Protection

- Avoid direct exposure to infectious blood or bodily fluids.
- Avoid participating in any high-risk activity such as: unprotected sexual contact, sharing of IV drug needles, exchange of body fluids.
- Wash hands immediately after exposure to potentially infectious materials.

Important Reminders

- Know what the biohazard warning looks like. Only biohazard containers can be used to collect, handle, store, or transport blood or other potentially infectious material.
- Our exposure control plan is located in first aid.
- Treat all blood and bodily fluid as infectious.
- Sharps containers are located in first aid.
- Clean up of potentially infectious blood or bodily fluids is to be performed by those that have been trained.
- Notify your manager immediately in the event of a poke, stab, nosebleed, or laceration. Report to first aid.
- Let trained personnel administer first aid treatment to injured persons and clean up any potentially hazardous material. Avoid blood or bodily fluids in the event of an accident.

Bloodborne Pathogens

Presented by

Argonaut Insurance Southeast Region, Atlanta, Georgia

Bloodborne Diseases

- ◆ HIV: Human Immunodeficiency Virus causes AIDS - no cure or vaccination
- ◆ HBV: Hepatitis B virus causes liver disease - vaccination available
- ◆ Non-A or Non-B Hepatitis
- ◆ Syphilis
- ◆ Malaria

HBV or Hepatitis

- ◆ Inflammation of the liver - most common bloodborne disease
- ◆ Symptoms range from flu-like to none at all
- ◆ No symptoms - person is infectious and can spread the disease
- ◆ Hepatitis infects about 300,000 people in USA annually

HIV or AIDS (Acquired Immune Deficiency Syndrome)

- ◆ 35,000 people are infected annually
- ◆ An infected person may carry the virus for years before symptoms appear
- ◆ No cure and no vaccine at present

Protect Yourself

Universal Precautions

- ◆ **TREAT ALL BLOOD AND BODY FLUIDS AS POTENTIALLY INFECTIOUS.**
- ◆ Skin protects from pathogens - cuts, dermatitis chapping, small cracks allow germs to enter body
- ◆ First aid - use gloves, have as little contact as possible with blood or body fluids
- ◆ Wash hands with antibacterial soap after contact
- ◆ After contact, flush eyes and face with fresh water for several minutes

Means of Transmission - Must Enter Body

- ◆ HBV, HIV virus present in blood, body fluids
- ◆ Sexual contact with an infected partner
- ◆ Sharing infected needles
- ◆ Accidentally cutting yourself with a sharp object that is contaminated with infected blood, body fluids
- ◆ Infected blood or body fluid on skin especially with open cuts, sores
- ◆ Getting contaminated blood or body fluid in eyes, mouth.

Clean-Up and Safe Housekeeping

- ◆ After an accident, the entire area must be cleaned with disinfectant
- ◆ Cleaning equipment must be disinfected
- ◆ Wear gloves while cleaning, apron or goggles if appropriate
- ◆ Restrict access to the area
- ◆ Use disposable towels - dispose of properly

Common Sense Rules

- ◆ Wash hands & remove protective clothing before eating, drinking, smoking, handling contact lenses, applying lip balm or cosmetics
- ◆ Keep hands away from eyes, nose, mouth while cleaning
- ◆ Frequent handwashing is best defense against spreading infection

General Safety Rules

1. Report all injuries, or near misses, to your supervisor and Medical Services immediately.
2. Report defective equipment and unsafe conditions / practices to your supervisor immediately. Do not operate unsafe or defective equipment.
3. All required personal protective equipment (PPE) shall be worn and worn properly while performing the duty the PPE is intended for.
4. Hearing protection is required in all areas except the break-rooms, front hall and office areas.
5. No horseplay or fighting is allowed on Equity Group Eufaula Division property.
6. Running is prohibited at this facility.
7. Use caution when using high -pressure hoses. Roll hoses up neatly after each use.
8. Do not ride pallet jacks.
9. Only employees that have successfully completed the Powered Industrial Truck Training and completed an evaluation will be authorized to operate equipment such as forklifts, pallet jacks, scissor lifts, etc.
10. Pedestrians should stay clear of pallet jack/forklift traffic.
11. Lockout / Tag-out requirements shall be followed when cleaning or repairing equipment or machinery. Do not reach into any machinery without first shutting that machinery OFF and locking and tagging out the energy source or sources. Only authorized employees may lock and tag equipment or machinery.
12. Do not attempt to operate machinery that has been locked and tagged out. Only the authorized employee that places a lock and tag on machinery may remove it.
13. Do not operate machinery unless its machine guards are in place.
14. Do not operate machinery unless you have been trained by your line manager.
15. Smoking is permitted only in designated areas.
16. Know where fire extinguishers, exits, emergency stops (e-stops) and eye wash stations are located. Know how to operate e-stops and eye wash stations. When working in unfamiliar areas, take the time to locate the e-stops and eye wash stations.
17. Jewelry is NOT to be worn inside the production area. (Exception: wedding band without stones is allowed.)
18. Report all ammonia, gas leaks, or unsafe chemical conditions immediately to your manager and the maintenance department.
19. Obey all warning and safety signs.
20. Do not wear loose fitting or baggy clothing when working around equipment or machinery.
21. Use the proper technique when lifting: bend your knees when lifting, keep the load close to your body, and avoid twisting motions.
22. Firearms, drugs and alcohol are prohibited on company property.
23. Place all refuse in the proper container. Work areas and walkways must be kept neat and free of obstructions. Do not block emergency exit routes, fire extinguishers, electrical boxes and eye wash stations. Do not store items on electrical boxes, fire extinguishers, or eye wash stations.

Other Exposure Hazards

- ◆ Cleaning surfaces contaminated with blood, vomit, feces
- ◆ ALWAYS wear gloves and protective apron or clothing
- ◆ Be alert for sharp objects, broken glassware, used syringes in trash
- ◆ Do not pick up broken glass - use brush or broom & dustpan
- ◆ Dispose of glass, sharp objects safely
- ◆ Laundry - bloody or contaminated linens or sharp objects

Security

- **Parking Permit:** make sure your parking permit is in clear view of the security guard as you approach the gate.
- Do not park in handicap parking for any reason or length of time unless you have a legal handicap tag on your vehicle.
- No parking in the USDA reserved slots!!!
- No parking in any of the reserved slots.
- In you are being dropped off, please make sure your ride pulls into a parking slot to drop you off and does not block traffic.
- The Security Department operates 24/7 to ensure a safe and secure work environment.
- We are team and we must work together to provide a safe, secure work environment.

Keystone Foods LLC

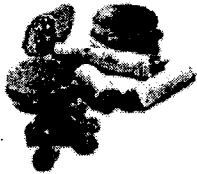
ABOUT KEYSTONE FOODS

PRODUCTS & SERVICES

EMPLOYMENT

OPERATING DIVISIONS

HOME



KEYSTONE FOODS is a global manufacturer of food products
and custom distributor to the food industry in 14 countries around the world.

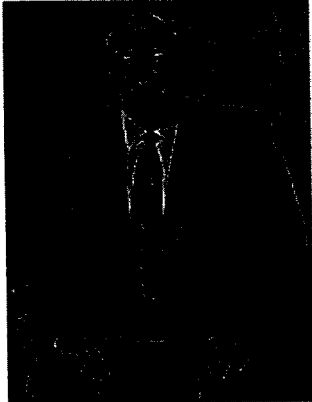


- we operate 49 facilities in North America, Europe/Middle East, Asia and Australia.
- Annually we produce over 1.4 billion pounds of poultry products and 348 million pounds of beef products.
- Our customer base exceeds 24,500 restaurants.

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[ABOUT | HISTORY](#)
[COMMUNITY](#)



Herb Lotman - Chairman

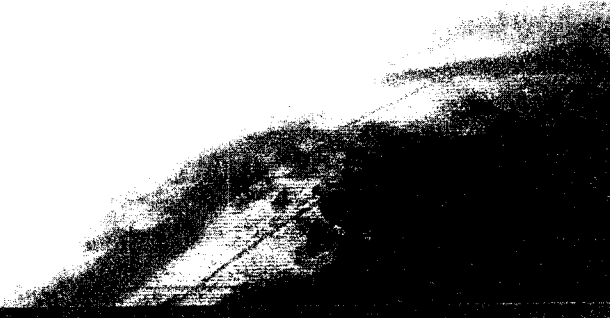
• KEYSTONE FOODS LLC

Keystone's vision is based on honest and caring relationships with each customer. Our founder's single red truck was the delivery system, bringing quality meats to local butcher shops, grocery stores and restaurants throughout the neighborhood.

Over the years, Keystone's neighborhood has expanded across the globe. Keystone Foods has become an international leader in processing and distribution to the food industry.

Keystone Foods has come a long way since our beginnings in the 1960s. But we have never lost sight of the fundamental values on which we built our business.

It is our commitment to customers, quality, service and community that keeps us in the forefront of our industry.



ABOUT KEYSTONE FOODS PRODUCTS & SERVICES EMPLOYMENT OPERATING DIVISIONS

About History Community

ABOUT | HISTORY
COMMUNITY

PRE- 1960's LATE 1960's YEAR of 1972 YEAR of 1973 YEAR of 1974 EARLY 1980's YEAR of 1987 EARLY 1990's YEAR of 1996 TODAY PRESENT

• HISTORY

1960's

A small, family-owned, beef-boning business founded in the early 1960's is now **Keystone Foods** – a worldwide leader in food manufacturing and custom distribution servicing the food industry.

The business converts from a beef-boning operation to a manufacturing facility. The company develops a

mass production and freezing system for producing hamburgers. The innovation in freezing technology, known as cryogenics, instantly locks in freshness, juiciness and flavor. It also preserves the product for storage in the frozen state for extended periods. This provides great value to the rapidly expanding quick service restaurant industry.

1970's

With the success of the frozen hamburger, and ever-increasing production demands, **Equity Meat Corporation** is established.

1970 hamburgers manufactured in US:
1.5 million lbs. per year

1972 hamburgers manufactured in US: 50
million lbs. per year

In 1974, Keystone enters a new area of customer service by purchasing **M&M Restaurant Supply**. Keystone pioneers the "Total Distribution" concept. Restaurants receive their entire delivery from one truck. From frozen, to refrigerated, to dry goods, the restaurants can schedule only one delivery. The volume buying and delivery efficiencies allow the restaurants to reduce costs and better concentrate on servicing their customers.

1980's

By the end of the 1970's, Keystone has recognized the need for a formal R&D effort in the company. An R&D group is formed and the development of the first chicken nugget takes place at Equity's recently acquired manufacturing facility in Tennessee. Pioneered by Keystone, mass-produced, boneless, chicken nuggets are another first in the food industry.

Keystone expands into international markets when it opens operations in France and Malaysia.

McKey Food Services opens near Orleans (south of Paris) to manufacture hamburgers for quick serve restaurants in France, Belgium and Morocco.

MacFood Services, a beef, fish and poultry manufacturing plant in Malaysia (near Kuala Lumpur) opens to supply quick serve restaurants in Malaysia, Singapore and Hong Kong. The facility also operates as a distribution center for Malaysia. The same standards for excellence are employed outside the U.S.

Keystone Foods LLC

1990's

During the decade of the '90's, Keystone expanded rapidly into many international markets; adding distribution centers in Korea and Europe, as well as manufacturing facilities in China, Thailand and Australia.

In the late 90's and into the new century, Keystone expands its US Poultry business by building 2 new fully integrated poultry facilities in Georgia and Kentucky. Korea expands into manufacturing of protein products and Distribution expands into Mexico.

In 1995 Keystone begins manufacturing fish portions for quick serve restaurants in the eastern United States, under the name of **LD Foods** and locates its new facility in Wisconsin.

Present

Today, as we help our customers expand into new markets around the world, their success depends on our understanding

of their needs and the constant changes in the marketplace.

**Group Enrollment /
Change or Waiver Form**

COBRA - If the individual is a continuee:

Qualifying Event _____

Date of Event _____



POLICY AND DIV. # 010- _____

CERT.# _____

NAME AND ADDRESS OF EMPLOYER (Policyholder) _____

1. TO ENROLL ☐ DENTAL ☐ EYE CARE ☐ TO TERMINATE ALL COVERAGES**EMPLOYEE INFORMATION:** MARITAL STATUS ☐ SINGLE ☐ MARRIED

SOCIAL SECURITY NUMBER _____

DEPT.# _____

EMPLOYEE'S LAST NAME, FIRST, MI _____

DATE OF BIRTH _____

☐ MALE ☐ FEMALE

FULL TIME DATE OF HIRE _____

☐ REHIRE - REHIRE DATE _____

OCCUPATION _____

HOURS WORKED EACH WEEK _____

ARE YOUR EARNINGS PAID: ☐ HOURLY OR ☐ SALARIED

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

ARE YOU COVERED UNDER ANOTHER DENTAL INSURANCE PLAN?

EMPLOYEE: ☐ YES ☐ NODEPENDENTS: ☐ YES ☐ NO

ARE YOU COVERED UNDER ANOTHER EYE CARE INSURANCE PLAN?

EMPLOYEE: ☐ YES ☐ NODEPENDENTS: ☐ YES ☐ NO**DEPENDENT COVERAGE INFORMATION. LIST ALL ELIGIBLE DEPENDENTS TO BE ADDED OR DELETED. (Employee must be enrolled to cover dependents)**

PRINT FULL LEGAL NAME (LAST, FIRST, MI)	ADD	DROP	RELATIONSHIP	SEX	DATE OF BIRTH	SOCIAL SECURITY NUMBER
1 _____	<input type="checkbox"/>	<input type="checkbox"/>				
2 _____	<input type="checkbox"/>	<input type="checkbox"/>				
3 _____	<input type="checkbox"/>	<input type="checkbox"/>				
4 _____	<input type="checkbox"/>	<input type="checkbox"/>				
5 _____	<input type="checkbox"/>	<input type="checkbox"/>				
6 _____	<input type="checkbox"/>	<input type="checkbox"/>				
7 _____	<input type="checkbox"/>	<input type="checkbox"/>				

PLEASE SIGN (EMPLOYEE / POLICYHOLDER SIGNATURES)

As an employee, I hereby apply for, or waive (if indicated), group insurance, for which I am eligible or may become eligible. If contributions are required, I authorize my employer to deduct premiums from my salary. **THE FOLLOWING APPLIES ONLY TO SECTION 125 FLEXIBLE BENEFITS PLANS:** I am signing up for coverage until the next enrollment period except in the case of a life event. This information was explained in the plan's solicitation materials which I have read and understand. I represent that the information I have provided is complete and accurate. The policyholder certifies the date of employment, job title, hours worked and salary information are correct according to the Policyholder's records.

X

Employee Signature (Do Not Print) _____

Date _____

X

Policyholder Signature _____

Date _____

In several states, we are required to advise you of the following: Any person who knowingly and with intent to defraud provides false, incomplete, or misleading information in an application for insurance, or who knowingly presents a false or fraudulent claim for payment of a loss or benefit, is guilty of a crime and may be subject to fines and criminal penalties, including imprisonment. In addition, insurance benefits may be denied if false information provided by an applicant is materially related to a claim. (State-specific statements on back.)

EMPLOYEE LATE ENTRANT DATE _____

Effective Date

Class

Dep. Code

DEPENDENT LATE ENTRANT DATE _____

2. TO CHANGE☐ **NAME CHANGE**

NEW NAME _____

OLD NAME _____

☐ **ADD DEPENDENT COVERAGE**☐ IF DUE TO MARRIAGE, WHAT IS THE DATE OF MARRIAGE? _____☐ IF DUE TO BIRTH/ADOPTION OF A CHILD, WHAT IS THE DATE OF EVENT? _____☐ IF DUE TO LOSS OF COVERAGE, DATE AND REASON: _____☐ OTHER, THE DATE OF EVENT AND PLEASE EXPLAIN: _____☐ **DROP DEPENDENT COVERAGE** NUMBER OF DEPENDENTS STILL COVERED: _____☐ DUE TO DIVORCE ☐ DUE TO DEATH ☐ DUE TO ANNUAL ELECTION PERIOD☐ OTHER: PLEASE EXPLAIN: _____

EFFECTIVE DATE OF DROP: _____

3. TO WAIVE

IF YOU DO NOT WANT COVERAGE, COMPLETE THE WAIVER SECTION. THE WAIVER MAY NOT BE ALLOWED FOR THIS PLAN, CHECK WITH YOUR EMPLOYER. I have been given an opportunity to apply for Group Insurance offered by my employer, and have decided not to accept the offer for:

☐ myself (does not apply to TRUST policies) ☐ spouse only ☐ child(ren) only ☐ spouse and child(ren)

because _____

Name of Insurance Co. & Employer of Dependent _____

Should I desire to apply for this group insurance in the future, I realize that a "late entrant" penalty may be applied.

EQUITY GROUP - EUFAULA DIVISION, LLC

Confidential Commercial Information

GOOD MANUFACTURING PRACTICES (GMP'S)

1. Always remove your smock, gloves, and apron before exiting production areas.
2. Always wash your hands after using the bathroom.
3. Always use protective gloves when using knives and scissors.
4. When touching an inedible container or anything on the floor, you must wash your hands, gloves, and apron before returning to work or touching any product.
5. Always wear hairnet, earplugs, and a beard net (if you have facial hair) while in the plant.
6. Always remember that edible product pans/totes/or boxes must never sit directly on the floor, they must be placed on stands.
7. Always hang apron and smocks on racks.
8. Always put your gloves, arm guards and plastic sleeves in an area provided for such items.
9. Always contact your supervisor if you have problems or questions.
10. Always make sure all products, packaging supplies and boxes are covered properly, especially at break and during a wash down.
11. Always make sure paper towels, soap, and trash receptacles are available at hand wash sinks.
12. Always put trash in containers marked "TRASH."
13. Always make sure doors are kept closed. Special attention should be given to doors that open to the outside of the plant.
14. All combos and barrels must be labeled edible or inedible.
15. The only place to dress with smocks, aprons, and gloves is in the processing area.

1. Do not eat, chew gum or tobacco, wear jewelry (wedding bands with no stones are acceptable), or smoke in the plant.
2. Do not pick product up of the floor unless you have been properly trained to do so. If you do, then you must wash your hands, gloves, sleeves, and apron before returning to work.
3. Do not remove product from condemned cans.
4. Do not put inedible or dirty product in edible totes/pans/or boxes.
5. Do not use boxes or lids that have fallen on the floor if they do not have a wax coating. Boxes and lids that fall on the floor can be rinsed off and used only if they are wax coated.
6. Do not wear your smock outside of the plant, in the breakrooms, bathrooms, or hallways.
7. Do not put trash or condemned products in any container unless it is clearly marked or labeled for such.
8. Boxes should not be used to hold condemned product.

SIGNATURE _____

Company:	<u>KSF 999</u>
Location #:	_____
Phone #:	_____

MAXIMUS**PRESCREENING GUIDELINES**

Our company participates in the Work Opportunity Tax Credit (WOTC) program designed by the government and coordinated with MAXIMUS to provide incentives to employers to hire those most in need of employment.

Please check "Yes" or "No" as the following statements apply:

- | | YES | NO | |
|----|--------------------------|--------------------------|---|
| 1. | <input type="checkbox"/> | <input type="checkbox"/> | You are under the age of 25
If yes, please enter date of birth <u> / / </u> |
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | You, or any member of your family, received Welfare, Temporary Assistance for Needy Families (TANF), or food stamps. If yes, please indicate what was received below:
<input type="checkbox"/> Food Stamps <input type="checkbox"/> TANF <input type="checkbox"/> Welfare
Date benefits started: <u> / / </u> Date benefits ended: <u> / / </u>
Benefits received in: City: <u> </u> State: <u> </u> |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | You have served in the armed forces/military. |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | You have received services for vocational rehabilitation or you are a disabled veteran. Year benefits received: <u> </u>
Counselor Name: <u> </u> Phone: <u> </u>
Services received in: City: <u> </u> State: <u> </u> |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | You have been convicted of a felony or released from prison for a felony within the past year.
Parole Officer Name: <u> </u> Phone: <u> </u>
Convicted in: City: <u> </u> State: <u> </u> |
| 6. | <input type="checkbox"/> | <input type="checkbox"/> | You received supplemental security income (SSI) benefits for any month ending within the last 60 days. |

AUTHORIZATION FOR DISCLOSURE OF INFORMATION

I hereby authorize my employer or employer representative to obtain information from my records to determine my eligibility for the Work Opportunity Tax Credit Program. I also authorize the appropriate agency to release the requested information from my records to my employer or employer representative; including Social Security Administration for a TPQY printout.

Employee Name: SS#:

Employee Signature: Date:

TO THE JOB APPLICANT OR EMPLOYEE

The information and the supporting documentation you have provided in completing this form or in some cases, other information that could help verify the responses you have given to the items/ questions in this form will be disclosed by your employer to the State Employment Security Agency. In order to qualify for a Federal Tax Credit, provision of this information is voluntary. However, the information is required for your employer to receive the Federal Tax Credit. If the information you provide is on a member of your family, you should provide him/her a copy of this notice.

Form **8850**
(Rev. November 1998)
Department of the Treasury
Internal Revenue Service

Pre-Screening Notice and Certification Request for the Work Opportunity and Welfare-to-Work Credits

OMB No. 1545-1500

► See separate instructions.

Job applicant: Fill in the lines below and check any boxes that apply. Complete only this side.

Your name _____ Social security number ► _____

Street address where you live _____

City or town, state, and ZIP code _____

Telephone no. () _____

If you are under age 25, enter your date of birth (month, day, year) ____/____/____

Work Opportunity Credit

- 1 ☐ Check here if you received a conditional certification from the state employment security agency (SESA) or a participating local agency for the work opportunity credit.
- 2 ☐ Check here if any of the following statements apply to you.
 - I am a member of a family that has received assistance from Aid to Families with Dependent Children (AFDC) or successor program, Temporary Assistance for Needy Families (TANF), for any 9 months during the last 18 months.
 - I am a veteran and a member of a family that received food stamps for at least a 3-month period within the last months.
 - I was referred here by a rehabilitation agency approved by the state or the Department of Veterans Affairs.
 - I am at least age 18 but not over age 24 and I am a member of a family that:
 - a Received food stamps for the last 6 months, OR
 - b Received food stamps for at least 3 of the last 5 months, BUT is no longer eligible to receive them.
 - Within the past year, I was convicted of a felony or released from prison for a felony AND during the last 6 months was a member of a low-income family.
 - I received supplemental security income (SSI) benefits for any month ending within the last 60 days.

Welfare-to-Work Credit

- 3 ☐ Check here if you received a conditional certification from the SESA or a participating local agency for the welfare-to-work credit.
- 4 ☐ Check here if you are a member of a family that:
 - Received AFDC or TANF payments for at least the last 18 months, OR
 - Received AFDC or TANF payments for any 18 months beginning after August 5, 1997, OR
 - Stopped being eligible for AFDC or TANF payments after August 5, 1997, because Federal or state law limited maximum time those payments could be made.

All Applicants

Under penalties of perjury, I declare that I gave the above information to the employer on or before the day I was offered a job, and it is, to the best of my knowledge, true, correct, and complete.

Job applicant's signature ► _____

Date ____/____/____

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 22851L

Form **8850** (Rev. 1

Department of Homeland Security
U.S. Citizenship and Immigration Service

I-9, Employment Eligibility Verification

Please read instructions carefully before completing this form. The instructions must be available during completion of this form. **ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work eligible individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Verification. To be completed and signed by employee at the time employment begins.

Print Name: Last	First	Middle Initial	Maiden Name
Address (Street Name and Number)		Apt. #	Date of Birth (month/day/year)
City	State	Zip Code	Social Security #
I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.		I attest, under penalty of perjury, that I am (check one of the following): <input type="checkbox"/> A citizen of the United States <input type="checkbox"/> A national of the United States <input type="checkbox"/> A Lawful Permanent Resident (Alien # A _____) <input type="checkbox"/> An alien authorized to work until ____/____/____ (Alien # or Admission #) _____	
Employee's Signature			Date (month/day/year)

Preparer and/or Translator Certification. (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature	Print Name
Address (Street Name and Number, City, State, Zip Code)	
Date (month/day/year)	

Section 2. Employer Review and Verification. To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number and expiration date, if any, of the document(s).

List A	OR	List B	AND	List C
Document title: _____		_____		_____
Issuing authority: _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): ____/____/____		____/____/____		____/____/____
Document #: _____		_____		_____
Expiration Date (if any): ____/____/____		____/____/____		____/____/____

CERTIFICATION - I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) ____/____/____ and that to the best of my knowledge the employee is eligible to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative	Print Name	Title
Business or Organization Name	Address (Street Name and Number, City, State, Zip Code)	Date (month/day/year)
Equity Group Eufaula Division	57 Melvin Clark Road Baker Hill AL 36027	

Section 3. Updating and Reverification. To be completed and signed by employer.

A. New Name (if applicable)	B. Date of rehire (month/day/year) (if applicable)
C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment eligibility.	
Document Title: _____	Document #: _____ Expiration Date (if any): ____/____/____
I attest, under penalty of perjury, that to the best of my knowledge, this employee is eligible to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.	
Signature of Employer or Authorized Representative	Date (month/day/year)

LISTS OF ACCEPTABLE DOCUMENTS

LIST A		LIST B		LIST C
Documents that Establish Both Identity and Employment Eligibility	OR	Documents that Establish Identity	AND	Documents that Establish Employment Eligibility
1. U.S. Passport (unexpired or expired)		1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color and address		1. U.S. social security card issue by the Social Security Administration (<i>other than a card stating it is not valid for employment</i>)
2. Certificate of U.S. Citizenship (<i>INS Form N-560 or N-561</i>)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, sex, height, eye color and address		2. Certification of Birth Abroad issued by the Department of State (<i>Form FS-545 or Form DS-1350</i>)
3. Certificate of Naturalization (<i>INS Form N-550 or N-570</i>)		3. School ID card with a photograph		3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
4. Unexpired foreign passport, with <i>I-551</i> stamp or attached <i>INS Form I-94</i> indicating unexpired employment authorization		4. Voter's registration card		4. Native American tribal document
5. Alien Registration Receipt Card with photograph (<i>INS Form I-151 or I-551</i>)		5. U.S. Military card or draft record		5. U.S. Citizen ID Card (<i>INS Form I-197</i>)
6. Unexpired Temporary Card (<i>INS Form I-688</i>)		6. Military dependent's ID card		6. ID Card for use of Resident Citizen in the United States (<i>INS Form I-179</i>)
7. Unexpired Employment Authorization Card (<i>INS Form I-688A</i>)		7. U.S. Coast Guard Merchant Mariner Card		7. Unexpired employment authorization document issued by the INS (<i>other than those listed under List A</i>)
8. Unexpired Reentry Permit (<i>INS Form I-327</i>)		8. Native American tribal document		
9. Unexpired Refugee Travel Document (<i>INS Form I-571</i>)		9. Driver's license issued by a Canadian government authority		
10. Unexpired Employment Authorization Document issued by the INS which contains a photograph (<i>INS Form I-688B</i>)		For persons under age 18 who are unable to present a document listed above:		
		10. School record or report card		
		11. Clinic, doctor or hospital record		
		12. Day-care or nursery school record		

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

EQUITY GROUP-EUFAULA DIVISION PRE-EMPLOYMENT INQUIRY RELEASE

IN CONNECTION WITH, AND DURATION OF MY EMPLOYMENT OR VOLUNTEER SERVICE (INCLUDING CONTRACT FOR SERVICES) WITH YOU, I UNDERSTAND THAT INVESTIGATIVE BACKGROUND INQUIRIES ARE TO BE MADE ON MYSELF INCLUDING CONSUMER, CRIMINAL, DRIVING AND OTHER REPORTS. THESE REPORTS COULD INCLUDE INFORMATION AS TO MY CHARACTER, WORK HABITS, PERFORMANCE, AND EXPERIENCE ALONG WITH REASONS FOR TERMINATION OF PAST EMPLOYMENT FROM PREVIOUS EMPLOYERS. FURTHER, I UNDERSTAND THAT YOU WILL BE REQUESTING INFORMATION FROM VARIOUS FEDERAL, STATE AND OTHER AGENCIES WHICH MAINTAIN RECORDS CONCERNING MY PAST ACTIVITIES RELATING TO MY DRIVING, CREDIT, CRIMINAL, CIVIL, EDUCATION AND OTHER EXPERIENCES AS WELL AS CLAIMS INVOLVING ME IN THE FILES OF INSURANCE COMPANIES.

I AUTHORIZE, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY THIS EMPLOYER TO FURNISH THE ABOVE MENTIONED INFORMATION:

PRINT FULL NAME _____

SOC. SEC. NUM. ____/____/____ DATE OF BIRTH ____/____/____

CURRENT ADDRESS _____ HOW LONG _____

_____/_____/_____
CITY STATE ZIP COUNTY

PREVIOUS ADDRESS _____ HOW LONG _____

(IF AT CURRENT ADDRESS LESS THAN 7 YEARS)

_____/_____/_____
CITY STATE ZIP COUNTY

DRIVERS LICENSE NUMBER _____ STATE _____

PRIOR _____
EMPLOYER(S)

_____/_____/_____-_____/_____
NAME CITY STATE FROM TO PHONE NUMBER

EDUCATIONAL _____
INSTITUTION(S)

_____/_____-_____/_____
NAME FROM TO STATE DEGREE

APPLICANT'S SIGNATURE _____ DATE _____

PROSPECTIVE EMPLOYER _____



Equity Group – Eufaula Division, LLC

57 Melvin Clark Rd.
Bakerhill, AL 36027
(334) 687-7790

**NEW EMPLOYEE
PLEASE COMPLETE THIS FORM
ANSWER EACH QUESTION**

NAME: _____

ADDRESS: _____ CITY _____ STATE _____ ZIP _____

IN CASE OF EMERGENCY CONTACT: _____

EMERGENCY PHONE # _____ RELATIONSHIP _____

HOME PHONE # _____ SOCIAL SECURITY _____

DRIVER'S LICENSE# _____ STATE _____

DATE OF BIRTH _____

COUNTY _____

SIGNED _____ DATE _____



Equity Group – Eufaula Division, LLC
57 Melvin Clark Rd.
Bakerhill, AL 36027
(334) 687-7790

Equity Group Eufaula Division New Hire Check List

I agree to take this information and apply it while performing my duties at Equity Group Eufaula Division. I understand that failure to follow safety or medical policies, plans, or procedures could result in disciplinary action up to and including discharge.

Please initial every item.

<input type="checkbox"/> Safety Policy Statement	<input type="checkbox"/> Personal Protective Equipment
<input type="checkbox"/> Safety Rules & Disciplinary	<input type="checkbox"/> Safety Audit Program
<input type="checkbox"/> Medical Rules	<input type="checkbox"/> Proper Lifting
<input type="checkbox"/> Evacuation Procedures	<input type="checkbox"/> Ergonomics
<input type="checkbox"/> Hearing Protection	<input type="checkbox"/> Ladder Safety
<input type="checkbox"/> Lock out – Tag out	<input type="checkbox"/> Electrical Safety
<input type="checkbox"/> Eye Wash – Shower Stations	<input type="checkbox"/> Confined Spaces
<input type="checkbox"/> MSDS / Chemical Hazards	<input type="checkbox"/> Blood Borne Pathogens
<input type="checkbox"/> Benefits	<input type="checkbox"/> Forklifts / Pallet Jacks
<input type="checkbox"/> Harassing Information	<input type="checkbox"/> Machine Guarding
<input type="checkbox"/> Substance Abuse	<input type="checkbox"/> Drug & Alcohol Policy
<input type="checkbox"/> GMP'S	<input type="checkbox"/> Company Rules

I have participated in the Equity Group Eufaula Division new hire safety orientation. I acknowledge that I have listened and have been given the chance to ask questions.

Employee Signature: _____ Date: _____

Company Representative: Lubli & Lubetter Date: _____



Equity Group – Eufaula Division, LLC
57 Melvin Clark Road
Bakerhill, AL 36027
(334) 687-7790

Employee Acknowledgment (cont)

Acknowledgment of Receipt of Policy

I acknowledge receipt of the attached copy of the **EQUITY GROUP-EUFAULA DIVISION, LLC PROFESSIONAL CONDUCT AND PROHIBITION AGAINST HARASSMENT**. I have carefully read the Policy, understand its contents, and agree to abide by this Policy and understand that my conduct will be governed by this Policy.

Print Full Name

Signature

Date



Equity Group – Eufaula Division, LLC
57 Melvin Clark Road
Bakerhill, AL 36027
(334) 687-7790

Substance Abuse Policy Acknowledgement

I, _____, hereby acknowledge that I have been instructed in the Equity Group Eufaula Division Substance Abuse Policy. I also acknowledge that I have been given an opportunity to ask my manager or other members of management any questions that I might have about this policy. I further understand that my signature below indicates that I have carefully read and understand the following.

- I understand that my employment is terminable “at will” and neither this policy nor any of its terms are intended to create a contract of employment.
- I further understand that Equity Group Eufaula Division retains the sole right to change, amend or modify any term or provision of this policy without notice.
- I am aware that as a mandatory condition of continued employment I must comply with any request by the Company to submit to a medical examination and/or to submit a urine specimen for drug testing and breath sample or blood alcohol testing. Equity Group Eufaula Division conducts the following types of drug/alcohol testing.
 - Pre-Employment
 - Reasonable Suspicion Testing
 - Post Accident/All work-related Physicians visits
 - Random

Print Name:	
Signature:	
Date:	

SOCIAL ACCOUNTABILITY TRAINING EQUITY GROUP EUFAULA DIVISION EUFAULA, AL

Equity Group Eufaula Code of Conduct

- Employees are treated with dignity & respect
- Employee Satisfaction = Customer Satisfaction
- Legal Compliance at all location
- High standards of business conduct
- Equity Group Eufaula record & reputation for honesty & integrity
- Principles apply to all locations worldwide
- Cornerstones of our success

Legal Compliance

- All business activities must conform to national & local legal requirements pertaining to employment

Employment Practices:

Prison or Forced Labor

- Prison or forced labor is forbidden
- Indentured servitude is forbidden
- Physical punishment, confinement, threats of violence, harassment (physical, sexual, psychological, verbal) & abuse are forbidden
- These principles apply to subcontractors of Equity Group Eufaula

Child Labor

- The use of child labor is forbidden
- Employees must be at least the legal minimum age according to local law
- If local law does not stipulate, the minimum age of employees is 18 years of age

Working Hours

- Must be in compliance with national & local laws
- Reasonable daily & weekly work schedules
- Reasonable time off
- Exceptions – extraordinary business circumstances

Compensation

- Wages and benefits must comply with national & local laws
- Includes overtime
- If local laws does not provide for overtime, regular pay must be paid as a minimum for overtime work

Non-Discrimination

- Non-discrimination policy must comply with national & local laws
- Includes - race, color, religion, sex, age, physical ability, national origin & any other prohibited basis.

Workplace Environment

- Employees must be provided a safe & healthy workplace
- When provided by the company, employees must be provided with safe & healthy living conditions
- Requirements include potable drinking water, adequate & clean restrooms, adequate workplace lighting, adequate ventilation, fire exits, essential safety equipment, access to emergency aid kit & access to emergency medical care
- Facilities must be constructed and maintained according to local codes and ordinances

Employee Notification

- Equity Group Eufaula employees are to be notified of these employment practices on company letterhead, in the local language and posted in a prominent place accessible to all employees.

I have read and I understand the contents of this document.

Employee

Date

Keystone Foods LLC

CONFLICT OF INTEREST COMPANY POLICY FORM

CHECK WHERE APPROPRIATE:

☐ I do have a conflict of interest which is: _____

☐ Although I am not involved in any conflict of interest, I would like to advise the company of the following which might be perceived as a possible conflict of interest:

☐ I do not have a conflict of interest.

☐ I have neither a direct nor indirect interest in an individual, partnership, corporation or enterprise that sells to, buys from or competes with Keystone.

☐ I do not own or hold financial interest in property leased or otherwise used by Keystone Foods Corporation.

☐ I will neither use nor disclose for personal gain any information obtained as a result of employment at Keystone, except information in the public domain.

☐ I will neither solicit nor accept any payment or gift involving any transaction involving Keystone unless the gift, gratuity or entertainment is of nominal value and unlikely to create the appearance of influencing business decisions.

☐ I have read and am familiar with Keystone Foods LLC's Conflict of Interest Policy and agree to follow its provisions.

Signature: _____ Date _____

Print Name: _____

Company: Equity Group Eufaula Division • 57 Melvin Clark Road • Bakerhill, AL 36027

Please return the **SIGNED ORIGINAL** of this form to:

Francine Shandler
Keystone Foods LLC
300 Barr Harbor Drive, Suite 600
Conshohocken, PA 19428-2998



Keystone Foods' Animal Welfare Orientation Policy for Employees

All employees who handle live animals for Keystone Foods and its divisions must at all times be aware that the product they are handling in the course of their tasks is live and every consideration for the animal must be taken to ensure that no mistreatment takes place.

Examples of mistreatment include but are not limited to; purposely throwing the animal, purposely striking the animal, purposely kicking the animal, purposely smashing the animal, purposely over aggressively handling while transferring the animal, purposely not properly stunning the animal before killing, and purposely failing to properly kill the animal before scalding.

Keystone Foods is committed to handling the live animals with the welfare of the animal in mind and has a detailed audit system to track key indicating factors of potential abuse in the processing flow and performs scheduled verifications of this system. All efforts to minimize the discomfort of the live animal in our process must be taken at all times by our employees and management team.

Any employee or manager who is found to be abusing live animals in the course of their tasks within Keystone Foods will be subject to termination.

All employees are encouraged to report any observation of abuse, or conditions in the facility that could be improved to reduce animal discomfort, to the company for correction or improvement.

I understand the policy for the treatment of live animals.

Employee

Date

Form W-4 (2007)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Because your tax situation may change, you may want to refigure your withholding each year.

Exemption from withholding. If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2007 expires February 16, 2008. See Pub. 505, Tax Withholding and Estimated Tax.

Note. You cannot claim exemption from withholding if (a) your income exceeds \$850 and includes more than \$300 of unearned income (for example, interest and dividends) and (b) another person can claim you as a dependent on their tax return.

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 adjust your withholding allowances based on

itemized deductions, certain credits, adjustments to income, or two-earner/multiple job situations. Complete all worksheets that apply. However, you may claim fewer (or zero) allowances.

Head of household. Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 919, How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax

for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners/Multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others.

Nonresident alien. If you are a nonresident alien, see the Instructions for Form 8233 before completing this Form W-4.

Check your withholding. After your Form W-4 takes effect, use Pub. 919 to see how the dollar amount you are having withheld compares to your projected total tax for 2007. See Pub. 919, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Personal Allowances Worksheet (Keep for your records.)

- A Enter "1" for yourself if no one else can claim you as a dependent. **A** _____
- B Enter "1" if:
 • You are single and have only one job; or
 • You are married, have only one job, and your spouse does not work; or
 • Your wages from a second job or your spouse's wages (or the total of both) are \$1,000 or less.
 **B** _____
- C Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) **C** _____
- D Enter number of dependents (other than your spouse or yourself) you will claim on your tax return **D** _____
- E Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above) **E** _____
- F Enter "1" if you have at least \$1,500 of child or dependent care expenses for which you plan to claim a credit **F** _____
- (Note. Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)
- G **Child Tax Credit** (including additional child tax credit). See Pub 972, Child Tax Credit, for more information.
 • If your total income will be less than \$57,000 (\$85,000 if married), enter "2" for each eligible child.
 • If your total income will be between \$57,000 and \$84,000 (\$85,000 and \$119,000 if married), enter "1" for each eligible child plus "1" additional if you have 4 or more eligible children.
 **G** _____
- H Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) **H** _____
- For accuracy, complete all worksheets that apply.
 • If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
 • If you have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$40,000 (\$25,000 if married) see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.
 • If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.

Cut here and give Form W-4 to your employer. Keep the top part for your records.

Form W-4		Employee's Withholding Allowance Certificate		OMB No. 1545-0074
Department of the Treasury Internal Revenue Service		▶ Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.		2007
1 Type or print your first name and middle initial.		Last name		2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.		
City or town, state, and ZIP code		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. <input type="checkbox"/>		
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5		6 \$
6 Additional amount, if any, you want withheld from each paycheck		6		
7 I claim exemption from withholding for 2007, and I certify that I meet both of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here		7		
Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.				
Employee's signature (Form is not valid unless you sign it.) ▶		Date ▶		
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Office code (optional)		10 Employer identification number (EIN)

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 10220Q

Form **W-4** (2007)

Form W-4 (2007)

Deductions and Adjustments Worksheet**Note.** Use this worksheet *only* if you plan to itemize deductions, claim certain credits, or claim adjustments to income on your 2007 tax

- 1 Enter an estimate of your 2007 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 7.5% of your income, and miscellaneous deductions. (For 2007, you may have to reduce your itemized deductions if your income is over \$156,400 (\$78,200 if married filing separately). See *Worksheet 2* in Pub. 919 for details.) 1 \$ _____
- 2 Enter: $\left\{ \begin{array}{l} \$10,700 \text{ if married filing jointly or qualifying widow(er)} \\ \$7,850 \text{ if head of household} \\ \$5,350 \text{ if single or married filing separately} \end{array} \right\}$ 2 \$ _____
- 3 Subtract line 2 from line 1. If zero or less, enter "-0-" 3 \$ _____
- 4 Enter an estimate of your 2007 adjustments to income, including alimony, deductible IRA contributions, and student loan interest 4 \$ _____
- 5 Add lines 3 and 4 and enter the total. (Include any amount for credits from *Worksheet 8* in Pub. 919) 5 \$ _____
- 6 Enter an estimate of your 2007 nonwage income (such as dividends or interest) 6 \$ _____
- 7 Subtract line 6 from line 5. If zero or less, enter "-0-" 7 \$ _____
- 8 Divide the amount on line 7 by \$3,400 and enter the result here. Drop any fraction 8 _____
- 9 Enter the number from the **Personal Allowances Worksheet**, line H, page 1 9 _____
- 10 Add lines 8 and 9 and enter the total here. If you plan to use the **Two-Earners/Multiple Jobs Worksheet**, also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 10 _____

Two-Earners/Multiple Jobs Worksheet (See *Two earners/multiple jobs* on page 1.)**Note.** Use this worksheet *only* if the instructions under line H on page 1 direct you here.

- 1 Enter the number from line H, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**) 1 _____
 - 2 Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. However, if you are married filing jointly and wages from the highest paying job are \$50,000 or less, do not enter more than "3." 2 _____
 - 3 If line 1 is more than or equal to line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. Do not use the rest of this worksheet 3 _____
- Note.** If line 1 is less than line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4-9 below to calculate the additional withholding amount necessary to avoid a year-end tax bill.
- 4 Enter the number from line 2 of this worksheet 4 _____
 - 5 Enter the number from line 1 of this worksheet 5 _____
 - 6 Subtract line 5 from line 4 6 _____
 - 7 Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here 7 \$ _____
 - 8 Multiply line 7 by line 6 and enter the result here. This is the additional annual withholding needed 8 \$ _____
 - 9 Divide line 8 by the number of pay periods remaining in 2007. For example, divide by 26 if you are paid every two weeks and you complete this form in December 2006. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck 9 \$ _____

Table 1				Table 2			
Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from LOWEST paying job are—	Enter on line 2 above	If wages from LOWEST paying job are—	Enter on line 2 above	If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGHEST paying job are—	Enter line 7
\$0 - \$4,500	0	\$0 - \$6,000	0	\$0 - \$65,000	\$510	\$0 - \$35,000	\$
4,501 - 9,000	1	6,001 - 12,000	1	65,001 - 120,000	850	35,001 - 80,000	1
9,001 - 18,000	2	12,001 - 19,000	2	120,001 - 170,000	950	80,001 - 150,000	1
18,001 - 22,000	3	19,001 - 26,000	3	170,001 - 300,000	1,120	150,001 - 340,000	1
22,001 - 26,000	4	26,001 - 35,000	4	300,001 and over	1,190	340,001 and over	1
26,001 - 32,000	5	35,001 - 50,000	5				
32,001 - 38,000	6	50,001 - 65,000	6				
38,001 - 46,000	7	65,001 - 80,000	7				
46,001 - 55,000	8	80,001 - 90,000	8				
55,001 - 60,000	9	90,001 - 120,000	9				
60,001 - 65,000	10	120,001 and over	10				
65,001 - 75,000	11						
75,001 - 95,000	12						
95,001 - 105,000	13						
105,001 - 120,000	14						
120,001 and over	15						

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. The Internal Revenue Code requires this information under sections 3402(f)(2)(A) and 6109 and their regulations. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may also subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, to cities, states, and the District of Columbia for use in administering their tax laws, and using it in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid O control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

FORM

A-4

REV 1/00

ALABAMA DEPARTMENT OF REVENUE
Employee's Withholding Exemption Certificate

FULL NAME

SOCIAL SECURITY NO.

HOME ADDRESS

CITY

STATE

ZIP CODE

EMPLOYEE:

File this form with your employer. Otherwise, Alabama income tax must be withheld from your wages without exemption.

EMPLOYER:

Keep this certificate with your records. If the employee is believed to have claimed too many exemptions, the Alabama Department of Revenue should be so advised.

If you had no Alabama income tax liability last year and you anticipate no Alabama income tax liability this year, you may claim "exempt" from Alabama withholding tax. To claim exempt status, check this block, sign and date this form and file it with your employer. Employees claiming exempt status are not required to complete Lines 1 through 5 ☐

HOW TO CLAIM YOUR WITHHOLDING EXEMPTIONS

1. IF YOU ARE SINGLE, \$1,500 personal exemption is allowed.

(a) if you claim full personal exemption (\$1,500) write a letter "S"

(b) if you claim no personal exemption write the figure "0" (Note: If you claim no personal exemption on Lines 1 or 2, you cannot claim dependents on Line 3.)

2. IF YOU ARE MARRIED or SINGLE CLAIMING HEAD OF FAMILY, \$3,000 personal exemption is allowed.

(a) if you claim exemption for both spouses (\$3,000), write the letter "M"

(b) if you are single claiming head of family (\$3,000), write the letter "H" (see "head of family" instructions on back of this form)

(c) if you claim exemption for yourself only (\$1,500) write the letter "S"

(d) if you claim no personal exemption write the figure "0" (see note under 1(b).)

3. If during the year you will provide more than one-half of the support of persons closely related

to you (other than spouse) write the number of such dependents. (See instructions on other side.)

4. Additional amount, if any, you want deducted each pay period.

THIS LINE TO BE COMPLETED BY EMPLOYER

5. TOTAL EXEMPTIONS (Example: Employee claims "S" on Line 2 and "1" on line 3. Employer should use column headed S-1 in Withholding Tables.)

I certify that the withholding exemptions claimed on this certificate do not exceed the amount to which I am entitled.

DATE

SIGNED

CHANGES IN EXEMPTIONS

You may file a new certificate at any time if the number of your exemptions INCREASES.

You must file a new certificate within 10 days if the number of exemptions previously claimed by you DECREASES for any of the following reasons:

(a) Your spouse for whom you have been claiming exemption is divorced, legally separated, or claims her or his own exemption on a separate certificate.

(b) The support of a dependent for whom you claimed exemption is taken over by someone else, so that you no longer expect to furnish more than half the support for the year.

OTHER DECREASES in exemption, such as the death of a spouse or dependent, do not affect your withholding until the next year, but require the filing of a new certificate by December 1 of the year in which they occur.

Any correspondence concerning this form should be sent to the Alabama Department of Revenue, Individual and Corporate Tax Division, Withholding Tax Section, P.O. Box 327480, Montgomery, AL 36132-7480 or telephone (334) 242-1300 (fax (334) 242-0112).

EXCLUSION FROM WITHHOLDING TAX

"No tax liability last year" means that your previous year's tax return indicated no tax liability for that taxable year. Therefore, if you had Alabama income tax withheld or paid estimated tax, all of this tax must have been refunded to you. If any portion of the tax paid last year was not refunded, you may not qualify for this

exemption from Alabama withholding tax.

DEPENDENTS

To qualify as your dependent (Line 3 on other side), a person must receive more than 1/2 of his or her support from you for the year and must be related to you as follows:

Your son or daughter (including legally adopted children), grandchild, stepson, stepdaughter, son-in-law, or daughter-in-law;

Your father, mother, grandparent, stepfather, stepmother, father-in-law, or mother-in-law;

Your brother, sister, stepbrother, stepsister, half brother, half sister, brother-in-law, or sister-in-law;

Your uncle, aunt, nephew, or niece (but only if related by blood).

PENALTIES

Penalties are imposed for willfully supplying false information or willful failure to supply information which would reduce the withholding exemption.

HEAD OF FAMILY

Employers: If you are computing Alabama withholding tax using the formula method and an employee claims "H" (head of family), the deduction allowed in item "A" of the formula is 20% limited to \$2,000. The deduction allowed in item "C" for employees claiming "H" is \$3,000.

If you are computing tax using the tax tables and an employee claims "H", the "M" column (along with the appropriate number of dependents) should be used.



EMPLOYMENT AT WILL ACKNOWLEDGEMENT FORM

I _____ understand that my employment with Keystone Foods is "at will" and that the company has the right to terminate my employment at any time with or without reason. I also understand that I am free to resign at any time without reason.

The company's Employment at Will policy was reviewed with me on

_____.

Employee's Signature

Date

Company Representative

Date



The American Cancer Society and Equity Group Eufaula Division

invite you to ...

Put a Little Relay in Every Payday!

Payroll Contribution Form

Employee Name _____
Home Address _____
City _____ State _____ Zip _____
Phone _____ E-mail: _____

_____ I want to support the American Cancer Society through my payroll contributions to Relay for Life.

Amount Per Pay Period: _____ \$1
_____ \$2
(please check one) _____ \$5
_____ Other \$ _____
Times _____ Pay Periods

Equals TOTAL CONTRIBUTION: \$ _____

Signature _____ Date _____

Team Name Equity Group Eufaula Division

PLEASE RETURN THIS FORM TO: *Shannon Steele*

For Cancer information 24-hour a day, call 1-800-ACS-2345 or visit www.cancer.org.



NON-DISCLOSURE AGREEMENT

Agreement made as of _____(date) between KEYSTONE FOODS LLC, a Delaware corporation, ("Parent Company") and _____(employee name) ("Employee").
whose address is:

Employee is employed by Parent Company or a division or subsidiary of Parent Company. The parties wish to provide for the protection of confidential matters which may become known to Employee by virtue of the employment, and matters made or conceived by Employee during employment.

In consideration of the mutual promises set forth below, the parties, intending to be legally bound, agree as follows:

1. Employee understands and recognizes that Parent Company, directly or through its divisions and subsidiaries, has engineering, development, research, production, financial, sales and other business related matters which are of a confidential nature (including, but not limited to, the disclosures comprehended by the foregoing Item 1), that such matters may become known to Employee by virtue of the employment, and that unauthorized disclosure of such matters by Employee may cause serious damage to Parent Company, and Employee agrees to keep in strict confidence all such matters and agrees not to disclose same to others except as may be necessary for the performance of the duties of employment, throughout the aforesaid period of employment and at all times thereafter; provided, however, that after any general publication of any matter comprehended with this item 1, through no act or failure of Employee in violation of this Item 1, Employee shall be relieved of the agreement under this Item 1 in respect to any matter so published. Disclosure or transmission of any matter comprehended within Item 1 to any customers or prospective customers by Parent Company, its divisions or subsidiaries or in the regular course of business (including the solicitation of business) but without placing such matter in public use or on sale in the United States, shall not in and of itself, be deemed a general publication of the matter.

2. Employee agrees promptly and fully to disclose to Parent Company, in writing and in all detail then available to Employee, all designs, improvements, discoveries and inventions (and ideas which may lead to designs, improvements, discoveries or inventions) made or conceived by employee at any time during the period commencing with the beginning of employment, either directly by Parent Company, or by a division or subsidiary of Parent Company, and ending with the termination of such employment, and relating to the subject matter of such employment and to any other subject matter which comes to Employee's attention by virtue of such employment.

3. Employee hereby agrees and undertakes to execute all U.S. and foreign patent applications and fully to assign to Parent Company the whole and entire right, title and interest in and to all U.S. and foreign patent application and patents, which Parent Company may desire to file or has obtained on Employee's designs, improvements, discoveries, inventions or ideas conceived during the aforesaid period of employment, and including the right of foreign priority under the applicable International Convention, and to assist Parent Company in the prose

cution of such patent applications and in the enforcement and maintenance of the patents granted there. Such execution of patent applications and of assignments and such assistance (in respect to design improvements, discoveries, inventions or ideas conceived by Employee during the aforesaid period of employment) shall be given even though Employee may no longer work for any of Parent Company, its divisions, or subsidiaries. In all cases, such execution of patent applications and assignments and such assistance to Parent Company shall be provided at no cost to Parent Company, and without any consideration other than that stated in Item 4 hereof - provided, however, that Parent Company shall reimburse Employee for Employee's costs and expenses necessarily incurred incident to doing anything under this agreement at Parent Company's request.

4. Parent Company agrees to pay Employee \$100.00 at the time that a U.S. patent application is executed and assigned by Employee, provided that if such a patent application is based upon joint inventorship, then such \$100.00 shall be divided equally among the joint inventors.

5. Nothing herein contained shall bar Parent Company from publishing or causing to be published, or putting into public use or on sale, or causing to be put in public use or on sale, the subject matter of any disclosure comprehended by Item 2, or patent application comprehended by Item 3, hereof.

6. Employee agrees to keep and maintain usual and current written records of all designs, improvements, discoveries, inventions and ideas comprehended by the Item 2 hereof (in the form of notes, sketches, drawing reports, etc.), which records shall be and remain the property of Parent Company at all times; provided only that Employee may retain a copy of any disclosure which Employee may make under the foregoing Item 2 hereof subject to Employee keeping the same in confidence in accordance with Item 1 hereof.

7. This agreement supersedes and replaces all previous Agreements between Employee and Parent Company, its divisions or subsidiaries relative to Employee's designs, improvements, inventions or discoveries and releases and settles all obligations to Employee under or arising from any provision of such previous agreements except for obligations arising from such provisions which are also part of the present agreement.

8. Parent Company acknowledges that a breach of any of the covenants set forth herein will have a materially adverse effect upon the Parent Company and that damages arising from said breach may be difficult to ascertain. Consequently, without limiting any other remedy or right the Parent Company may have, the Parent Company shall have the right to an immediate injunction enjoining such breach.

9. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, and intending to be legally bound thereby, the parties have executed this Agreement under their respective seals, and at the times and places herein below indicated, but all as of the date and year first above written.

Executed by KEYSTONE FOODS LLC

at Eufaula, Alabama _____, on _____
City/State

Date

by:

Witness

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Employee

